

NAGPUR METRO RAIL CORPORATION LIMITED

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services

Tender No.: N1TL02/2016, Dtd.14.08.2016

CORRIGENDUM – IV

Date: 22.10.2016

Tender No.: NITL-02/2016

NMRCL E-Tender Portal: <https://nagpurmetrorail.etenders.in>

Tender No. (As uploaded in the E-Tender Portal of NMRCL): No.59

Event	As per Bid Document	Revised Date
Last date of Submission of Bid	27.10.2016 up to 16:00 Hrs.	17.11.2016 up to 16:00 Hrs.
Opening of Bid	27.10.2016 at 16:30 Hrs.	17.11.2016 at 16:30 Hrs.

Reply to Bidders Queries

- Part A: Reply to bidders queries.
- Part B: Addendum.
- Part I: Annexure
- Part II: Annexure
- Part III: Annexure


General Manager
(Procurement)
NMRCL, Nagpur

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- A (Response to Bidder's Queries)

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
1.	Part 1 Section 1	13	Point 19	19.1 The Bidder shall furnish as part of its bid, a bid security as specified in the BDS, in original form and, in the case of a bid security, in the amount and currency specified in the BDS.	We assume that leader of consortium would provide bid security. Kindly clarify.	Please refer to the clause ITB 19.8 on page 16 of Part 1, Section 2: Bid Data Sheet
2.	Part 1- Section 1	14	20.2 and 21.1	ITB 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or	1. Should we interpret this to mean that we need to provide hard copies (ORIGINAL + 1 COPY) in addition to the e-submission? 2. If yes, please clarify how to submit Technical and Financial bids (in separate envelopes?). 3. If yes, please also clarify whether the each page of the original and copy is to be signed by the authorized signatory, or only	Please refer to the clause ITB 20.1 and 20.2 on page 17 of Part 1, Section 2: Bid Data Sheet

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>ITB 21.1 The Bidder shall enclose the original and one set of all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p>	<p>specific pages, e.g. "All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid."</p>	
3.	Part 1 Section 1	19	Point 33	Unless otherwise specified in the BDS, a margin of preference for domestic bidders shall not apply.	Please clarify Margin of Preference	Please refer to the clause ITB 33.1 on page 21 of Part 1, Section 2: Bid Data Sheet
4.	Part 1- Section 2	2	ITB 4.1	Maximum number of members in the consortium shall be: three. The Joint Bidding Agreement shall be submitted in the format as provided under Section IV.	Since prime bidder is Financial Institution, and AFC provider is the second mandatory bidder, we request NMRCL to raise the maximum number of consortium members to four to allow any other members to be	No Change

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
					made part of the consortium if needed.	
5.	Part 1- Section 2	3	ITB 4.1	<p>A Bid Security is required in two parts (In Indian Rupees or equivalent USD):</p> <p>(a) INR 8.00 Million (Eight Million Only) in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank, other than prime bidder of bidding consortium, having business office in India. In the form of Bid Security as per TECH FORM 18 in Section-IV: Bidding Forms.</p> <p>(b) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of NMRCL at address specified in Bidding Documents, within 03 (Three) working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(c) If the Bidder fails to submit the scanned copy at the</p>	<p>Instead of Power of Attorney, the Bank will provide the Board Resolution mentioning the designation of employees, who can sign on behalf of the Bank. In addition, the Bank will submit the letter from the Bank's HR department confirming the designation of the person signing the documents. Trust it will suffice.</p>	<p>Power of Attorney needs to be submitted.</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening & shall be rejected outright.</p> <p>* Bankers Detail of Employer (NMRCL) for issuance of Bank Guarantee of Bid Security as per Structured Finance Messaging System (SFMS).</p> <p>Bank Name: ICICI Bank Branch with Address: 222, Palm Road, Civil Lines, Nagpur (India) Bank Account Name: NAGPUR METRO RAIL CORPORATION LTD. Bank Account No.: 005905017306 Bank Account Type: Current Account IFSC Code: ICICI0000059 MICR Code: 440229002 Note: - Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				Bidder's Bank in Electronic format (SFMS).		
6.	Part 1- Section 2	5	ITB 4.15 (Additional Para)	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/Consortium is a wholly owned 100% subsidiary of their foreign partner in the said JV/Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The foreign partner of the JV/Consortium shall submit appropriate documents</p>	<p>In case subsidiary is not 100% wholly owned but if Parent company will assured to take the full responsibility of the project. With that Condition NMRCL can allow subsidiary to participate in tendering. Please advice</p>	<p>ITB 4.15 (Additional Para) on page 5 of Section II - Bid data sheet stands modified as "Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/Consortium is a subsidiary of their foreign partner in the said JV/Consortium and this Indian company has been formed more than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>In case the Indian member of a JV/Consortium is a subsidiary of their foreign partner in the said JV/Consortium and this Indian company has been formed less than 1 years ago, then an guarantee from the parent company agreeing to take all responsibility in terms of financial and other aspects of the project shall be submitted in the Technical Package.</p> <p>The foreign partner of the JV/Consortium shall submit appropriate documents pertaining to their</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.		financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin." Please refer to corrigendum for the modified clause. Please refer to addendum "Part 1 Annexure 2" for Tech Form 22 for guarantee that has to be submitted by the parent organization agreeing to take all responsibility in terms of financial and other aspects of the project shall be submitted in the Technical Package.
7.	Part 1- Section 2	5	ITB 4.15 (Additional Para)	Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/Consortium is a wholly owned 100% subsidiary of their foreign partner in the said JV/Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if	In case subsidiary not completed its 1 year of existence in India and cannot have ITR but in regards of that subsidiary parent company is ready to take all responsibility in terms of financial and other project aspects because that subsidiary and its financials is the part of that parent company. So in this way all risk factors can be overcome and also NMRCL project will be more secured.	Please refer to S. no 6 above

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The foreign partner of the JV/Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>		
8.	Part 1- Section 2	5	ITB 4.15	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/Consortium is a wholly owned 100% subsidiary of their foreign partner in the said JV/Consortium and this Indian company has been formed less than 3 years</p>	<p>Rather than wholly owned 100% subsidiary, can NMRCL allow subsidiaries to participate along with a letter of assurance from the parent company taking full responsibility of the project? Remark: In case the Indian member of a JV/Consortium is a wholly owned 100% subsidiary of their foreign partner in the said JV/Consortium</p>	Please refer to S. no 6 above

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The foreign partner of the JV/Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>		
9.	Part 1- Section 2	5	ITB 4.15	<p>Indian Bidders, or Indian Members of a JV/ Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department with their Bid and the Technical Package. In case the Indian member of a JV/Consortium is a wholly owned 100% subsidiary of their foreign</p>	<p>With regards to subsidiary, considering the parent company is taking all the responsibility, the financial considerations should be of the parent company as the subsidiary financials would anyways be a part of the parent company. This should remove all complications existence of subsidiary for less than 1 years and others and protects NMRCL in a better way. Remark: Indian</p>	<p>Please refer to S. no 6 above</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>partner in the said JV/Consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package.</p> <p>The foreign partner of the JV/Consortium shall submit appropriate documents pertaining to their financial capability/ audited balance sheets and clearances of taxes as per the relevant law of the country of their origin.</p>	<p>company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted in the Technical Package</p>	
10.	Part 1- Section 2	8	ITB 6.7.1	<p>The reference documents, reports, drawings containing site information included in the Bidding Documents are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site conditions. The Bidders' attention</p>	<p>Request NMRCL to provide final and accurate site reports/drawings etc. for installation works.</p>	<p>Please refer to section VII-C for reference documents and drawings. Additional site reports / drawings shall be provided during design phase</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				is specifically drawn to ITB 6.7.3 below.		
11.	Part 1- Section 2	10	ITB 11.1 c	<p>The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, upload his Bid on e-tendering portal https://nagpurmetrorail.etenders.in in accordance with provisions in ITB 22.1.</p> <p>The Bidder shall, on or before the date given in NIT, submit his Bid online and follow the procedure and steps of E-Tender portal of NMRCL. Details have been given in E-Toolkit given in Annexure-II-A.</p> <p>Cost of the bid document: Paid online through E-Tender portal</p> <p>Bid Security: - Scanned Copy of BG to be uploaded</p> <p>The Bid shall comprise the following:</p> <p>Envelope One: Technical Proposal</p> <p>a. All completed bidding formats of Pre- Qualification (PQ FORM 1 to PQ FORM 6) as specified in Section IV</p> <p>b. All completed bidding formats of technical bid (FORM TECH 1</p>	<p>Clause mentions that technical and financial bids need to be uploaded online, but the later part of clause says it needs to be done in two envelopes. We assume that the scanned copies of the mentioned filled forms need to be uploaded? Kindly clarify whether this submission should be in hard copy or scanned (soft) copy or both.</p>	<p>Please refer S. No. 2 for response</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>to FORM TECH 19) as specified in Section IV</p> <p>c. Entire Revised RFP (Volume I , II and III) with each page signed by authorized signatory with company seal</p> <p>d. Any other document as specified such as Bid Security, addendums etc.</p> <p>Envelope Two: Financial Proposal</p> <p>Completed bidding formats of Financial Bid (FIN FORM 1 & FIN FORM 2)</p> <ul style="list-style-type: none"> • Bidder should ensure that the none of the part of Financial Bid should be up loaded in anywhere in the technical envelope, if the bidder does so then his bid will be rejected out rightly. • The original Bank Guarantee of Bid Security shall be submitted within three working days from the last date stipulated for submission of bid at the office of NMRCL at address given above. For Bid Security: refer BDS ITB 19.1 below 		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
12.	Part 1- Section 2	12	ITB 11.5.1 (Additional Para)	<p>i. Summary sheet provided in the Commercial Envelope Section of E-Tender portal of NMRCL shall be duly filled up online.</p> <p>ii. Few prices schedules may require to be filled up physically and should be signed and stamped by authorized signatory/POA of bidder or POA of lead member of JV/consortium and scanned copies of such schedules may be uploaded as instructed in the BOQ or tender portals. (Deleted)</p> <p>iii. The Bid Total Price includes Taxes and Duties, Unit Prices of materials of each Items, Royalties also. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid.</p>	<p>Taxes could vary during the contract period. Please make a provision taxes should be paid to contractor on actuals.</p>	<p>Note on page 6 of Part 4 Financial Bid Section 2 under FIN FORM 2 stands modified as "NPV of the 10 years' royalty payments quoted above will be computed considering a discount rate of 12.5% for evaluation of all the bids shall be inclusive of all taxes".</p>
13.	Part 1- Section 2	12	ITB 11.5.1	<p>i. Summary sheet provided in the Commercial Envelope Section of E-Tender portal of NMRCL shall be duly filled up online.</p> <p>ii. Few prices schedules may require to be filled up physically and should be signed and stamped by authorized signatory/POA of bidder or POA</p>	<p>There could be certain changes in the rates of taxes such as VAT, service tax, etc. over the contract period. We request that the taxes may be paid to the contractor at actuals.</p> <p>Remark: The Bid Total Price includes Taxes and Duties,</p>	<p>please refer to response for query S.NO: 12</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				of lead member of JV/consortium and scanned copies of such schedules may be uploaded as instructed in the BOQ or tender portals. (Deleted) iii. The Bid Total Price includes Taxes and Duties, Unit Prices of materials of each Items, Royalties also. The price to be quoted shall be the total price of the Bid as elaborated in Part 4 Financial Bid.	Unit Prices of materials of each Items, Royalties also.	
14.	Part 1- Section 2	13	ITB 14.2	Replace clause ITB 14.2 with following: The bidder shall quote the royalty amount only in the Commercial Envelope of the e-tender portal of NMRCL in the summary sheet provided for in the aforesaid commercial envelope. Please refer to clause 35.2 for further details for further details on royalty amount.	Should we interpret "Commercial Envelope" to mean "Financial Envelope"?	Yes
15.	Part 1- Section 2	15/21	ITB 15.1 and ITB 32.1	ITB 15.1 The currency of the Bid shall be Indian National Rupees (INR) or equivalent foreign currencies on the day of bid submission as per foreign exchange rate of Reserve	1. Can we interpret ITB clause 15.1 to mean that the bid submission may include multiple currencies (INR and foreign), based on the software,	1. No. Please refer to clause ITB 15.1 on page 15 of Section II - Bid data sheet. 2. Clause ITB 32.1 of part 1 Section: II Bid data sheet page 21 stands modified as "Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>Bank of India. ITB 32.1 Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency, if any, of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of the Reserve Bank of India on the last day of Bid submission, and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.</p>	<p>equipment or services source? 2. The exchange rate calculations and total pricing calculations will need to be completed in the documentation, sometime before printing, signing, scanning and uploading the documents on the day of bid submission. We request NMRCL to accept exchange rates as on 30 days prior to the bid submission day, to provide adequate time for us to include this rate in our documentation.</p>	<p>Currency, if any, of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of the Reserve Bank of India 28 days prior to the last day of Bid submission and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered."</p>
16.	Part 1- Section 2	15	ITB 19.1	<p>A Bid Security is required in two parts (In Indian Rupees or equivalent USD): (a)INR 8.00 Million (Eight Million Only)in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank, other than prime bidder of bidding consortium, having</p>	<p>In Page 15, table for Bid data sheet mentions Rs 8 million as Bid security whereas Clause 51.1 mentions Bid security as 8 crore. Pls clarify the Bid security amount</p>	<p>It is to clarify that Rs. 8 million is for Bid Security, whereas clause 51.1 on page 27 of bid data sheet mentions about revenue performance security.</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>business office in India. In the form of Bid Security as per TECH FORM 18 in Section-IV: Bidding Forms.</p> <p>(b) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of NMRCL at address specified in Bidding Documents, within 03 (Three)working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(c) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening & shall be rejected outright.</p> <p>* Bankers Detail of Employer (NMRCL) for issuance of Bank Guarantee of Bid Security as per Structured Finance Messaging System (SFMS).</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>Bank Name: ICICI Bank Branch with Address: 222, Palm Road, Civil Lines, Nagpur (India) Bank Account Name: NAGPUR METRO RAIL CORPORATION LTD. Bank Account No.: 005905017306 Bank Account Type: Current Account IFSC Code: ICICI0000059 MICR Code: 440229002 Note: - Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p>		
17.	Part 1- Section 2	14	ITB 14.12	<p>NMRCL project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The Bidder should avail this benefit and pass on the benefit of the same to NMRCL. As regards registration under Project Import, after the award of the contract, NMRCL at the</p>	<p>NMRCL should make it explicit whether the import of items for final consumption of NMRCL is exempt from excise and customs. Remark: The responsibility to avail the concessional benefits under Project Import shall solely rest with the Contractor</p>	<p>Custom rules are applicable or exempted as per the GOI notifications from time to time, which is extended to NMRCL.</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				written request of Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development / Government of Maharashtra for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the Contractor.		
18.	Part 1- Section 2	15	ITB 19.1	A Bid Security is required in two parts (In Indian Rupees or equivalent USD): (a) INR 8.00 Million (Eight Million Only) in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank, other than prime bidder of bidding consortium, having business office in India. In the form of Bid Security as per TECH FORM 18 in Section-IV: Bidding Forms. (b) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical	Clause 19.1 states that ICICI Bank is the banker for issuance of Bank Guarantee of Bid security. If ICICI Bank is submitting the bid can it submit the BG issued by ICICI Bank itself	No.

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>submission of the original bank guarantee at the office of NMRCL at address specified in Bidding Documents, within 03 (Three)working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>(c) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) or fails to submit the original bank guarantee (c. above) , his bid shall not be considered for opening & shall be rejected outright.</p> <p>* Bankers Detail of Employer (NMRCL) for issuance of Bank Guarantee of Bid Security as per Structured Finance Messaging System (SFMS).</p> <p>Bank Name: ICICI Bank Branch with Address: 222, Palm Road, Civil Lines, Nagpur (India) Bank Account Name: NAGPUR METRO RAIL CORPORATION LTD. Bank Account No.:</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>005905017306 Bank Account Type: Current Account IFSC Code: ICICI0000059 MICR Code: 440229002 Note: - Bidders are requested not to deposit any cash in the above account towards Bid Security. This account is only for issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).</p>		
19.	Part 1- Section 2	21	ITB 34.4	<p>Sub-Contract Sub-contracting shall be generally limited to 50% of the awarded price of the work, excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor. For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the</p>	<p>Clause mentions "Sub-contracting shall be generally limited to 50% of the awarded price of the work". Please clarify what is "price of work".</p>	<p>The clause ITB 34.4 on page 21 of Part 1, section 2 stands deleted</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. In this regard the Bidder's attention is drawn to Clause 7 of PC. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor. The Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements		
20.	Part 1- Section 2	26	ITB 48.2	NMRCL would be liable for payment of the 4% revenue share of the NMRCL's Metro Rail fare collection to the Service Provider till expire of contract. The 4% revenue share is all inclusive except service tax which shall be paid extra and computed as per applicable laws. However banks will have the provision of charging annual fees on the cards as per RBI guidelines. For all other modes of transport the revenue share will be subject to the agreement to be executed between NMRCL, the transport	Since consortium is making significant investment in the project, please provide the following details regarding revenue: 1. Ticket fare 2. Pass fares 3. Any discounted fare/fare media	1. Please refer to DPR for ticket fares 2. Bidder shall do market research and gather information about pass fares charged by different metros in India 3. This will be shared as part of Business rules document during design phase

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				operator/administrator and Financial Institution (FI)		
21.	Part 1- Section 3	6	Stage 2 :Financial Evaluation	<p>Stage 2: Financial Evaluation</p> <p>The Financial bids of eligible bidders, who pass the Technical Evaluation criteria mentioned above shall only be opened.</p> <p>Evaluating the Financial bid:</p> <ol style="list-style-type: none"> 1. The bidder should quote the annual royalty payable to NMRCL over 10 year contract period 2. The NPV shall be discounted at 12.5% per annum 3. The cash-flow quoted by bidder for contract period must either be ALL positive or ALL negative and NOT a mix of positive and negative cash-flows 4. If all the bids received are positive NPV, then the bid with the maximum positive NPV will be a successful bid ; If bids received are negative NPV, then the bid with least negative NPV will be a successful bid ; <p>Note: The successful Bidder shall pay 20% of first year royalty, after award of contract and prior to signing of contract agreement.</p>	In Notes it is mentioned that 20% of first year royalty has to be paid after award of contract or prior to signing of contract agreement. It should be within 14 days of start of operations.	No change

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
22.	Part 1- Section 3	10	Table 5.2	<p>S. No. 3 AFC PROVIDER as part of consortium should have experience of working on multiple modes of transport (with at least 350 buses and 30 metro / light rail / tram / mono rail / suburban train stations) OR AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations).</p> <p>S. No. 4 AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System: (a) Must have completed ONE work of Contactless smart card based AFC System of minimum value equal to INR 100 Crore at 31.03.2016 price level OR one work of contactless smart card based AFC System for minimum 20 stations.</p>	<p>We have multiple business units that provide AFC and Transit solutions. Some of these are established in different Countries based on local Country/Client/Project needs to support the Project implementations. Hence the qualifications may need to come from one or more business entities of our company.</p> <p>1. We would like NMRCL to confirm that the qualifications can come from one or more legal entities (of the AFC member of the consortium) as long as these legal entities belong to (are subsidiaries) of the same parent company.</p> <p>2. The specific legal entity that is the AFC member of the bidding consortium would be another subsidiary of the same parent who owns the other entities that</p>	<p>Can be accepted only if Parent company guarantee is provided.</p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>OR</p> <p>(b) Must have completed TWO works of similar nature of Contactless smart card based AFC System of each costing minimum INR 80 Crore at 31.03.2016 price level OR each work of Contactless smart card based AFC System for minimum 18 stations.</p> <p>OR</p> <p>(c) Must have completed THREE works of similar nature of Contactless smart card based AFC System of each costing minimum INR 64 Crores at 31.03.2016 price level OR each work at minimum 15 stations.</p>	have the qualifications.	
23.	Part 1- Section 4	12	6	PQ FORM 6: Implementation past experiences details	PQ form 6: Experience details, providing approx. value for an existing project may not be feasible as it could be confidential information. Request to remove this form.	No change
24.	Part 1- Section 4	15	1	FORM TECH 1 – Technical Bid Cover Letter	It is mentioned that copy of technical bid has to be submitted in soft copy. Pls	The second paragraph in FORM TECH 1 – Technical Bid Cover Letter on page 15 in Part 1 Section 4 stands modified as " We, the undersigned, apply for the referenced work and in

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
					clarify if CD will have to be included in which envelope.	support of the application submit herewith copy of the required documents of bid through e-procurement portal only (including all amendments)."
25.	Part 1- Section 4	18	1	Form 3.2: Similar scope of work	For PQ forms pls confirm if self-certification by a Bank for cards/services by the Bank for its own customers would suffice. As in such cases, there would be no PO/WO/LOA/Agreement from the client	Suggestion accepted
26.	Part 1 Section 4	23	6	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	The BOQ provide is incomplete. Kindly provide the detailed itemized BOQ of equipment per station for costing. Remark: Bill of Quantities to be proposed by Selected Tenderer along with the cost therein	Please refer to part-2 Annexure 3 for details.
27.	Part 1 Section 4	23	6	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	Please provide the station layout design including equipment locations. To check the position how AG will be installed at station array wise and accordingly type of cabinets will be defined for costing.	Please refer to S. No. 10 for response

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
					Remark: Bill of Quantities to be proposed by Selected Tenderer along with the cost therein	
28.	Part 1 Section 4	23	6	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	Required Station Computer in BOQ is 46 whereas total station are 37. Please clarify the purpose of extra station computer. Remark: Bill of Quantities to be proposed by Selected Tenderer along with the cost therein	FORM TECH 6: Bill of Quantities table part 1 section-IV on page 22 stands modified "Please refer to part-1 Annexure 1 for updated "Form tech 6: Bill of Quantities table"
29.	Part 1- Section 4	23	6	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	Station wise Itemized BOQ should be furnished and Please incorporate the station layout including the equipment locations at stations	Please refer to S. No. 26 for response
30.	Part 1- Section 4	23	6	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	BOQ said 46 Station computer required whereas project consist of 37 stations. Please clarify.	Please refer to S. No. 28 for response
31.	Part 1- Section 4	29	8.2	Form 8.2: Curriculum Vitae (CV)	Detailed CV. Any bank has a large team of employees which work on any project as per the requirement of the project and the relevant	No change

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
					stage. So, this requirement should be removed.	
32.	Part 1- Section 4	44	16.2	Power of Attorney	Power of Attorney. As the Bank will be bidding, we presume that it will not be required.	Power of Attorney needs to be submitted.

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- A (Response to Bidder's Queries)

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
1.	Part 2: Work requirement Section VII-B: PS	1.3.3; Point e ; No : iii	11	: Should have interfaces to NMRCL ERP solution for End of day transaction reporting and settlements.	AFC need to interface for providing required data to ERP. Please confirm	Yes, Please refer to clause 6.1.18.3 of Part 2 Particular Specification in page 70.
2.	Part 2: Work requirement Section VII-B: PS	1.3.3.b.IV	11	Hand Held devices (HHD): These are hand held electronic ticketing machines and shall be deployed for checking/ validating/issuing the fare media for the commuters and shall be used by station AFC operation staff's. This equipment is a portable, hand held device to facilitate the ticket checking capability of the AFC system.	HHD is said to issue fare media. Our understanding is that HHD is nothing but Portable Ticket Decoder (PTD) and it shall be used by ticket inspector to issue penalty or penal ticket. All fare media issuance will be done at TOM or TVM. Is our understanding correct?	No, Clause 5.7.6 of Part 2 Particular Specification in page 58 stands modified as below "Shall be able to print thermal paper tickets with all ticket details which will be validated manually & physically by NMRCL staff at the gates."
3.	Part 2: Work requirement Section VII-B: PS	1.3.3.b.VI	11	Ticket Readers: Ticket readers are standalone devices for checking the fare media details	"...checking fare media details" signals that even QR code ticket details can be checked. Ticket reader shall be used to check EMV card balance,	No, Please refer to clause 5.8.3 of Part 2 of Particular Specifications page 59 for details.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					update balance on EMV card 36chip when top-up is done through online channel. Is this understanding correct?	
4.	Part 2: Work requireme nt Section VII-B: PS	1.3.3 Level-4: Interfaces to AFC	11	Should have interfaces for NMRCL Mobile and Web Application	NMRCL will develop their own Mobile app and Web App also separately. Please confirm.	No, Please refer to clause 2.1.14 of Part 2 of Particular Specifications page 13 for Mobile App and Clause 6.1.18.1 of Part2 of Particular Specification in page 70 stands modified as below ."Central backoffice should expose interfaces through web interfaces to the NMRCL web application developed by NMRCL service provider for ticketing information's, transit product information's , balance and perform top- up's (if required) and commuter information" for Web application".
5.	Part 2: Work requireme nt Section VII-B: PS	1.3.3 Level-4: Interfaces to AFC	11		NMRCL will developed their own ERP system. AFC only need to interface for providing required data to ERP. Please confirm	Yes, Please refer to clause 6.1.18.3 of Part 2 Particular Specification in page 70.
6.	Part 2: Work requireme nt Section VII-B: PS	2	14	General	Will NMRCL be the single point of contact for AFC implementation in feeder, parking & NMC buses or FI will have to liaison with respective entities.	Please refer to table under clause 1.0.3 of Part 2 General Specification in page 8 for stakeholder Roles and Responsibilities. Bidder should interact with NMC during design, implementation and operations phase. NMRCL would provide support for discussions during the project execution.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
7.	Part 2: Work requirement Section VII-B: PS	2.1.1	12	General	The AFC system is expected to do fare calculation for metro, feeder bus, parking & NMC buses also. Is this understanding correct? Are the business rules for these systems ready for sharing with FI? when will these be shared	1. Correct. 2. Please refer to clause 3.2.1 of Part 2 Particular Specification in page 21.
8.	Part 2: Work requirement Section VII-B: PS	2.1.16	13	Responsibility of each entity across different areas items 13 & 14	The user interface for the Call Center, Web and IVR as it relates to providing transit customers, service related to their transit & parking transactions, it would be better to have these be provided as part of the AFC Central Back office. The AFC Central Back office would have all the required data related to usage, reloads, business rules and trips as well as Customer data to help customers with better service related to their transit needs as opposed to the FI's host that only deals with financial transactions. Hence we recommend that	No Change

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					this be part of the AFC provider's scope.	
9.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.2	14	Commissioning and maintenance of the Central AFC solution as a cloud based solution	Presume that this can be on a public cloud with adequate security in place.	Please refer to section 6.3 of Part 2 Particular Specifications in page 79.
10.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.7	14	Develop and implement interfaces with NMRCL SAP for integration of transaction data from AFCS.	Can NMRCL clarify the purpose and scope of this integration? With transaction data and a variety of reporting that should be available from the Central AFC Back office System (Level 3), NMRCL should have all its transaction needs met at this level. Why should transaction data need to be sent to an ERP system?	1. Please refer to clause 6.1.18.3 of Part 2 Particular Specification in page 70. 2. Please refer to clause 6.1.18.3 point 5 of Part 2 Particular Specification in page 70.
11.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.10	14	Provide transaction clearing, reconciliation of accounts and money settlement functions for all parties participating in the Nagpur common mobility smart card program.	Will NMRCL be open to the AFC Central Back office providing the transaction clearing functions across the various modes of usage and allow the FI to perform the money settlement functions?	Please refer to clause 8.2.1 of Part 2 Particular Specification in page 102.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
12.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.12	14	Develop the compatible NFC based mobile application for ticketing and other payment purpose.	According to 2.1.16, the fare media including mobile media is also in the scope of the AFC provider. Since the mobile NFC is also a fare media at Level 0, can this also be developed by the AFC provider?	Yes
13.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.8	14	Procurement, Personalization and Issuance of contactless EMV smart cards & other fare media for NMRCL ticketing and payment for goods and services outside NMRCL transit in line with the National Common mobility card Specifications.	Is FI expected to procure QR code paper tickets?	Please refer to Part 1 document Section IV Bidding Form TECH 6: Bill of Quantities page no. 24 in note section point 3.
14.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.13	14	Provide card customer support over PoS, Phone, and Internet and at bank branch level for card issuance, renewal, refunds, customer account management and customer support with payment gateway and authentication services as per RBI requirements.	What does customer support over PoS mean? Bank will have customer care for handling EMV card related queries only	1. Clause 2.2.1.13 of Part2 of Particular Specification in page 14 stands modified as below. "Provide card customer support over Phone, IVR , Internet and at bank branch level for card issuance, renewal, refunds, top-ups, customer account management and customer support with payment gateway and authentication services as per RBI requirements". 2. Please refer to section "Call Center" under Section 1.0.4.1 General Specifications page 14 for details.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
15.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.13	14	Provide card customer support over PoS, Phone, and Internet and at bank branch level for card issuance, renewal, refunds, customer account management and customer support with payment gateway and authentication services as per RBI requirements.	RBI does not allow for cash refund of prepaid cards. Refunds can only be done by full KYC cards.	Agreed, As per RBI regulations.
16.	Part 2: Work requireme nt Section VII-B: PS	2.2.1.16	14	Enable and undertake card usage over multi modal transport, retail merchant, public utility payment, toll, petrol stations etc. with a view to make it the card of choice for citizens and travelers in Nagpur as well as to augment the non-fare box income for NMRCL.	What would be the utility payments possible through the card? Also, what are the specific requirements wrt payment of toll.	Clause 2.2.1.16 of Part2 particular specifications in page 14 stands modified as "Enable and undertake card usage over, retail merchant, etc. with a view to make it the card of choice for citizens and travelers in Nagpur as well as to augment the non-fare box income for NMRCL".
17.	Part 2: Work requireme nt Section VII-B: PS	2.3.3	15	AFC system shall be designed to process EMV CSC, QR codes, NFC, All Contactless EMV readers should support EMV level 1 & applicable EMV Level 2 standard kernels for processing Contactless EMV media including card or NFC mobile application.	Implementation of NFC scope should be mentioned specifically. Include the detail work scope.	Please refer to clause 4.1.8 and 12.3.4 of Particular Specifications of page 29 and 122.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
18.	Part 2: Work requirement Section VII-B: PS	2.3.3	15	AFC system shall be designed to process EMV CSC, QR codes, NFC	Please elaborate the NFC implementation and scope. Whether System will be limited to support NFC media only.	1. Please refer to clause 4.1.8 and 12.3.4 in Part 2 Particular Specifications of page 29 and 122. 2. Clause is self-explanatory.
19.	Part 2: Work requirement Section VII-B: PS	2.3.1.1	15	The AFC System shall be designed as to have a minimum of 15 years of service life in terms of scalability and performance (except the equipment Hardware/Displays wherein it will be for 7 years) operating continuously. The lifetime of cables shall not be less than 25 years.	While the design of systems can be open and extendable to last the timeline being requested, both hardware and software obsolescence timeframes being lower do not allow systems to have this kind of a lifespan. Not only is there hardware obsolescence, but COTS software that is used in building these systems are not updated and maintained by all COTS vendors for 15 years. Hence request NMRCL to consider the above and adjust the AFC system requirement to 7 years as the minimum. Where there is support from COTS vendors, the system can definitely be used with proper maintenance and updates to	No change

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					such software beyond the minimum subject to hardware performance.	
20.	Part 2: Work requirement Section VII-B: PS	2.4.2.2.3 & 2.4.2.2.4	17	Complete OCC Central computer system level networking works and network equipment like Switches, Routers including Ethernet / OFC cables, ties, conduits, legends, terminations, other accessories, power supply distribution panels, power / control cables and all fixing and termination accessories. However, the Central Router / Switch. Other external communication like bank gateway, switch and other applications should be provided by bidders	It is not clear from these two sections as to which parts of the network should be provided by the AFC vendor and which parts may be provided by NMRCL via its Telecom provider. Could you please clarify further?	Please refer to section 7.1 in Part2 Particular Specifications of page 84.
21.	Part 2: Work requirement Section VII-B: PS	2.4.2.1.2	16	This shall comprise of setting up the issuance infrastructure at the TOM and TVM machines The TOM will be used to issue the pre-personalized EMV CSC.	At some places it is mentioned that TOM will issue pre-personalized card refer 9.1.5 and then 9.7.1 is otherwise.	Clause 2.4.2.1.2 of Part2 particular specifications in page 18 stands modified as "Issuance Infrastructure – This shall comprise of setting up the issuance infrastructure at the TOM and TVM machines The TOM will be used to issue the personalized and non-personalized EMV CSC. The TVM shall also be capable of issuance of QR fare media to the commuters along with the features to top up/add products to

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
						the EMV CSC. Clause 9.1.5 of Part 2 particular specifications in page 106 stands modified as "Personalized cards will also be issued at TOM by collecting the relevant KYC details from commuters".
22.	Part 2: Work requireme nt Section VII-B: PS	2.4.2.3.3	17	The AFC backend software shall be web-based software, which could be accessed from any-where, any-time, by authorized users with proper authentication and authorization.	Does "any-where, any-time" refers to accessing web based AFC application from outside NMRCL network?	Yes
23.	Part 2: Work requireme nt Section VII-B: PS	2.4.2.10.3	18	Scope of Software Supply shall, as a minimum but not restricted to, include all software required for the AFC system including:	Please explain the use and function of simulator software	Please refer to clause 3.5.5.4 of Part 2 Particular Specifications on page 24.
24.	Part 2: Work requireme nt Section VII-B: PS	2.4.6	18	Bidder should maintain and manage the Test lab for the contract period.	2.4.6.1 says TL shall be hosted in NMRCL premises and 2.4.6.4 says that testing would be done by NMRCL representatives but 2.4.6.6 says TL to be managed by bidder. What does "manage" refers to here?	Clause 2.4.6 of Part 2 particular specifications in page 18 stands modified as "Bidders should maintain the test lab equipment's during the contract period."
25.	Part 2: Work requireme	2.5.4	19	The bidder shall provide, as a minimum, the following for Project management and during	Bidder is expected to setup project office & storage space	No change, Please refer to clause 21.3.1 of Particular Specifications on page 178.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
	nt Section VII-B: PS			implementation of the system as mentioned in General Specifications:	but NMRCL should provide office space & warehouse.	
26.	Part 2: Work requirement Section VII-B: PS	3.1.1	20	Nagpur Metro Rail Corporation Limited AFC system shall operate in compliance to the requirements of Nagpur Metro Rail Corporation Limited's Business Rules (BR) and shall be designed to readily accommodate future modifications to the Business Rules.	Please specify "future modifications". In current scenario it is an open ended statement and FI will not be able to estimate cost which in turns affect business model.	Please refer to clause 3.2.4 of Particular Specifications on page 21.
27.	Part 2: Work requirement Section VII-B: PS	3.2.5.5	21	Fare based on media concerning the particular technology used to process ticket transactions for different types of fare media like RPT, QR code, Mobile based NFC ticketing and EMV CSC.	RPT seems to be typo error. RPT is not listed as a valid fare media.	Clause 3.2.5.5 of Part2 particular specifications in page 21 stands modified as "Fare based on media concerning the particular technology used to process ticket transactions for different types of fare media like QR code, Mobile based NFC ticketing and EMV CSC..".
28.	Part 2: Work requirement Section VII-B: PS	3.2.5.5	21	Fare based on media concerning the particular technology used to process ticket transactions for different types of fare media like RPT, QR code, Mobile based NFC ticketing and EMV CSC.	Please clarify what RPT means and describe the technical characteristics of this media (contactless ticket or card)?	Please refer to response to query No :27

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
29.	Part 2: Work requirement Section VII-B: PS	3.3.1	22	Banknotes Issued by Reserve Bank of India: Rs.10, Rs.20, Rs.50, Rs.100, Rs.500 and Rs.1000.	We recommend to limit the Bank note acceptance to Rs.10, Rs.20, Rs.50, Rs.100, Rs. 500. Because Rs 1000 note size is larger and recyclers couldn't able to process that size properly which create JAM issue.	Clause 3.3.1 point 1 under column 1 & 2 "Selected Banknotes, Coins and Cards. In Circulation" & "Ticket Vending machines" of Part2 particular specifications in page 22 stands modified as "Rs.10, Rs.20, Rs.50, Rs.100, Rs.500" and "Configurable upto five denominations" . Please refer to the "Part 2 - Annexure 2"
30.	Part 2: Work requirement Section VII-B: PS	3.3.1	22	Banknotes Issued by Reserve Bank of India: Rs.10, Rs.20, Rs.50, Rs.100, Rs.500 and Rs.1000.	We recommend to limit the Bank note acceptance to Rs.10, Rs.20, Rs.50, Rs.100, Rs.500. Rs. 1000 acceptance will lead to operational difficulties in terms of tendering changes for small ticket size	Please refer to response to query no 29
31.	Part 2: Work requirement Section VII-B: PS	3.3.2	22	AFC Change	From section 3.3.1, it is clear that coins would be accepted only at the TOM and that the TVM will NOT accept coins of any denominations. However, section 3.3.2 seems to imply return of change via coins at the TVM's. We presume that no coin handling is required at the TVM's whether for	Please refer to clause 5.4.6.1 of Particular Specifications on page 41.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					payment acceptance or for returns.	
32.	Part 2: Work requireme nt Section VII-B: PS	3.4	23	The Central AFC BackOffice System shall allow the operator to blacklisted SJT/RJT/Group tickets (min. 100,000 tickets) and EMV CSC.	Blacklist of SJT/RJT/Group ticket not beneficial from operation & business point of view. As these are only one time usable tickets and usually valid for same business day. This is unnecessary burden on infrastructure. Drop this clause.	No change
33.	Part 2: Work requireme nt Section VII-B: PS	3.4	23	The Central AFC BackOffice System shall allow the operator to blacklisted SJT/RJT/Group tickets (min. 100,000 tickets) and EMV CSC.	Blacklist of SJT/RJT/Group ticket not beneficial from operation & business point of view. As these are only one time usable tickets and usually valid for same business day. This is unnecessary burden on infrastructure. Drop this clause.	No change
34.	Part 2: Work requireme nt Section VII-B: PS	3.5	23	Furniture and Peripherals, Shelves and Counters	Should be itemized. Please provide detailed list of required furniture room wise and qty wise for costing.	Please consider the quantity for furniture room wise as per industry standards and BoQ mentioned for the Number of stations/ equipment's

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
35.	Part 2: Work requireme nt Section VII-B: PS	3.5	23	Furniture and Peripherals, Shelves and Counters	List of detail qty of furniture should be provided based on each location for costing purpose	Please consider the quantity for furniture room wise as per industry standards and BoQ mentioned for the Number of stations/ equipment's
36.	Part 2: Work requireme nt Section VII-B: PS	3.5.6	24	Custom built AFC Workstation consoles shall, as a minimum, house the following equipment, as appropriate to the specific control room:	Could NMRCL clarify which Workstation equipment this requirement references? Are these at the Station level or the OCC/Back office?	Please refer to table under clause 3.5.1 of Particular Specifications on page 23.
37.	Part 2: Work requireme nt Section VII-B: PS	3.7.10.5	26	Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP period	Consumable qty. seems to be unlimited. It should be fixed supplied qty. else it would lead a huge cost to contractor.	No change
38.	Part 2: Work requireme nt Section VII-B: PS	3.7.10.5	26	Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP period	Fixed amount of consumable items to be supplied, otherwise it will go unlimited. Else it should be as per actual supply.	No change
39.	Part 2: Work requireme nt Section VII-B: PS	3.7.12	26	Recording Facilities for Off-Site Analysis: The AFC HMIs shall be provided with facilities to enable the operator to copy to removable media any operator accessible data, in whole or part, for off-site analyses. Removable media 16GB pen drive - 10	Is this for the Station Level or OCC/Back office? Since all data at all levels will be available at the Central System/Back office via reports, why should this data be allowed to copy to offline storage such as pen drives	Please refer to clause 5.9.12 of part2 Particular Specifications on page 60.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				numbers shall be provided as minimum quantity.	from the workstation? We recommend that data be accessed only via standard reports at the Central System.	
40.	Part 2: Work requireme nt Section VII-B: PS		27	Detailed Requirement of Fare Media Layer	Single Journey Ticket/ Return Journey tickets, recommend to kindly include RFID based paper tickets, which are widely accepted and being used all over the world for Transit project.	No change
41.	Part 2: Work requireme nt Section VII-B: PS	4.1.1	27	The fare media layer in the AFC architecture would consist of the fare media like QR codes, EMV CSC and mobile NFC ticketing media	Will all types of fare media be handled by FI and AFC? Kindly segregate.	Please refer to clause 1.0.4.1 in General specification page 13 for details.
42.	Part 2: Work requireme nt Section VII-B: PS	4.1.5.8	28	System should be capable of validating the QR codes offline also (In case of network loss at the station Gate validators devices). When the communication with BackOffice system is not available the transaction would be validated offline at the Gate validators and should be batch uploaded to BackOffice once connectivity is restored	In offline mode QR code can be used multiple times and there will be no control on that. Which will lead frauds at station and revenue loss of NMRCL. Contractor cannot bear that loss. Better to remove QR validation in offline.	No change, to be discussed during design phase

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
43.	Part 2: Work requireme nt Section VII-B: PS	4.1.5.8	28	System should be capable of validating the QR codes offline also (In case of network loss at the station Gate validators devices). When the communication with BackOffice system is not available the transaction would be validated offline at the Gate validators and should be batch uploaded to BackOffice once connectivity is restored	QR Codes can be validated offline in extraordinary situations but this will bring another issue that QR Code can be validated multiple times during this offline mode which brings the fraud in the system and commercial loss. Which corporation will bear this loss? Please remove offline	No change, to be discussed during design phase
44.	Part 2: Work requireme nt Section VII-B: PS	4.1.5.8	28	General	Offline QR code validation cannot be done for any origin-any destination.	Please refer to clause 3.2.1 in Particular Specification page 21 for business rules.
45.	Part 2: Work requireme nt Section VII-B: PS	4.1.7.3	29	In transit all the transactions should be completed in contactless interface.	Writing a pass on EMV card will be a contact based transaction. We assume that reference is not to "all transaction" but "use of fare media for travelling". Is it correct?	Clause 4.1.7.3 in Particular specifications stands modified as "In transit all the transactions should be completed in contactless or contact interface as per the support of card payment scheme for that specific transaction type".
46.	Part 2: Work requireme nt Section VII-B: PS	4	30	General	Operational view. Assume the usage of card outside Metro will be the prerogative of the Bank after finalizing the scope	Agreed

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					and commercial with respective entities separately	
47.	Part 2: Work requireme nt Section VII-B: PS	4.2.6.3	30	System shall support overnight operation. To avoid inconvenience to passengers who enter the system before midnight and exit the following day after midnight, the tickets issued on previous day (before midnight) shall be usable upto 05:00 Hrs next day.	3.6.7.4 says ticket to be valid till 5 AM.pl clarify	Please refer to clause 3.2.1 in Part 2 Particular Specification page 21 for business rules.
48.	Part 2: Work requireme nt Section VII-B: PS	2.1.8	12	The FI bidder shall design, develop and maintain the smart card top-Up channels and e-payment services.	Pls confirm if the Bank will be allowed to charge the customer for top-up through any channel	Please refer to Part 3 document SECTION IX: Particular Condition of Contract page NO:70 "Additional Clause-PC 12 Limitations on Revenue Collection from Nagpur Commuters"
49.	Part 2: Work requireme nt Section VII-B: PS	4	33		Open loop smart card will be on prepaid platform and the Bank will have to decide which payment scheme it wants to go ahead with.	Please refer to Clause 4.1.4 in Particular conditions under fare media column point 2 for EMV Co-branded prepaid card option.
50.	Part 2: Work requireme nt Section VII-B: PS	5.2.10	37		AG qty mismatched. Please check and confirm with correct qty.	Clause 5.2.10 in part 2 Particular specifications stands modified as Please refer to section "part-2 Annexure 3 " for details.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
51.	Part 2: Work requireme nt Section VII-B: PS	5.2.10	37		Kindly check and confirm the correct quantity. Number are mismatched	Please refer to response to query no :50
52.	Part 2: Work requireme nt Section VII-B: PS	5.2.10			In R1, there is some issue in addition; 16x3 is 48, but the total shows 66. Pls clarify exact number of gates	Please refer to response to query no :50
53.	Part 2: Work requireme nt Section VII-B: PS			MCBF – 1,000,000	MCBF – 12,000,000 & calculation based on case studies should be submitted to prove the number of cycles (MCBF of all critical components should be covered)	No change
54.	Part 2: Work requireme nt Section VII-B: PS			Tailgating prevention shall be 20 cm	Tailgating prevention shall be 15 cm	No change
55.	Part 2: Work requireme nt Section VII-B: PS	5.3.11	40	Communication: Shall have atleast two USB ports , 2 ports configurable for RS232/RS422/RS488, 2 Ethernet port , atleast 4 I/O ports and any other additional ports as	Requested ports in this clause comes to number of eight, which is very high regarding the functions expected from a gate validator. 2 RS ports, 1 ethernet port for validator-	Clause 5.3.11 in Particular specifications stands modified as "Shall have atleast one USB port, 2 ports configurable for RS232/RS422/RS488, 1 Ethernet port, atleast 4 I/O ports and any other additional ports as required to have interface with external systems."

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				required to have interface with external systems.	gate, validator QR Reader (if separate) and gate-station wise communication seems fine and a USB port for offline data extracting or offline software update process.	
56.	Part 2: Work requireme nt Section VII-B: PS	5.3.11	40	Communication : Shall have atleast two USB ports , 2 ports configurable for RS232/RS422/RS488, 2 Ethernet port , atleast 4 I/O ports and any other additional ports as required to have interface with external systems	Requested ports in this clause comes to number of eight, which is very high regarding the functions expected from a gate validator. 2 RS ports, 1 ethernet port for validator-gate, validator QR Reader (if separate) and gate-station wise communication seems fine and a USB port for offline data extracting or offline software update process.	Please refer to response to query No :55
57.	Part 2: Work requireme nt Section VII-B: PS	5.3.13	40	512 Mbytes SDRAM	Regarding experience asked from AFCS providers in this tender, validators which will be supplied for this project going to come with long term successful field record. And this will addresses the harmony of hardware and software on this devices. If device is successful enough to run with a lower RAM	Clause 5.3.13 in Particular specifications of page 40 stands modified as "Minimum 256 MB DDR RAM".

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					capacity with a newer technology such as DDR RAM, regarding mentioned harmony, we believe there is no need for higher one. We would like you to set a minimum limit as 256Mbytes RAM with mentioning the DDR RAM feature as well.	
58.	Part 2: Work requirement Section VII-B: PS	5.3.13	40		Regarding experience asked from AFCS providers in this tender, validators which will be supplied for this project going to come with long term successful field record. And this will addresses the harmony of hardware and software on this devices. If device is successful enough to run with a lower RAM capacity with a newer technology such as DDR RAM, regarding mentioned harmony, we believe there is no need for higher one. We would like you to set a minimum limit as 256Mbytes RAM with mentioning the DDR RAM feature as well.	Clause 5.3.13 in Particular specifications of page 40 stands modified as "Minimum 256 MB DDRAM".

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
59.	Part 2: Work requireme nt Section VII-B: PS		41		Depending on screen sizes, ratio of resolution may differ, so according to approx. display size given in same section (6.5 inches), resolution also should be approx. values.	Clause 5.3.19 in Particular specifications of page 41 stands modified as "Approx. 640 x 480 pixels".
60.	Part 2: Work requireme nt Section VII-B: PS	5.3.19	41		Depending on screen sizes, ratio of resolution may differ, so according to approx. display size given in same section (6.5 inches), resolution also should be approx. values.	Please refer to response to query No :59
61.	Part 2: Work requireme nt Section VII-B: PS	5.4.6.1.2	41	The TVM should provide necessary change for all cash transaction denominations as mentioned in the tabular column	With the TVM not accepting coins, but only dispensing coins for change, it is not a coin-recycler. Hence it will need to be stocked with coins and once it is out of coins, the TVM will need to be put out of service for cash based transactions. Between this issue of many TVM's being out of service for cash based transactions and the cost of restocking and cash collections from TVM's it is recommended that	No change

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					<p>the TVM's handle only non-Cash transactions. This will significantly minimize the cost of TVM's while allowing them to function for long periods without any daily maintenance.</p> <p>Also with fewer moving parts in the TVM (Bank Note acceptor, Coin handler), the life of the TVM's will be much higher and need lower maintenance providing better customer satisfaction. Operationally it would be best that these requirements are handled via the Retail Network, POS or TOM which are staffed and can handle the issues with cash handling.</p> <p>Hence we request NMRCL to consider dropping the requirement for the TVM to accept cash and make change.</p>	
62.	Part 2: Work requireme	5.4.6.3.1	42	TVM should be able to complete a transaction accepting the stored NMRCL cobranded	What does NMRCL wallet mean? Is NMRCL also going to issue any prepaid wallet?	1. Definition section in Particular specifications page 7 now includes definition of prepaid wallet "Prepaid Wallet is the co-branded card/ NFC wallet issued by FI through NMRCL".

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
	nt Section VII-B: PS			prepaid wallet amount issued by NMRCL.		
63.	Part 2: Work requirement Section VII-B: PS	5.4.6.3.2	42	TVM should be able to complete a transaction accepting the stored NMRCL cobranded prepaid wallet amount issued by NMRCL.	Referring to above query, please elaborate this points also.	Please refer to response to query no :92
64.	Part 2: Work requirement Section VII-B: PS		271		We request to scale down the Processor requirement to ATOM / Dual core Processor	No change
65.	Part 2: Work requirement Section VII-B: PS	5.4.9.2	53	Issue, analyze, revalidate, cancel and issue replacements for all classes of RPT/Group ticket QR codes.	Again reference to RPT is made here. Please modify.	Clause 5.5.9.2 point i in Particular specifications of page 53 stands modified as " Issue, analyze, revalidate, cancel and issue replacements for all classes of SJT/Group ticket QR codes".
66.	Part 2: Work requirement Section VII-B: PS	5.5.10.22	54	TOM should print the EOD report including all the sales transactions by various	Is mobile TOM expected to be in the form of kiosk or mobile workstation?	Please refer to the clause 5.5.9.1 for details
67.	Part 2: Work requirement Section VII-B: PS	5.8.1 Ticket Reader	59	Payment modes segregated.	Please confirm the installation procedure of TR. Whether TR will be pole mounted or wall mounted.	Clause 5.8.2 in Particular specifications page 59 stands modified as These are standalone equipment pole mounted, which has no revenue implication. "

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
68.	Part 2: Work requireme nt Section VII-B: PS	5.8.1 Ticket Reader	59	General	Please confirm the installation procedure of TR. Whether TR will be pole mounted or wall mounted.	Please refer to response to query no :67
69.	Part 2: Work requireme nt Section VII-B: PS	5.10.4	61	A Communications backbone Network shall be provided by NMRCL for inter-site communications linking all sites throughout the Metro	Telecom backbone will dark fibre or ethernet. Accordingly AFC need to make a provision for termination in TER room for network connectivity.	Clause 5.10.4.1 in Particular specifications page 61 stands modified as "A Communications Backbone Network shall be provided by NMRCL Telecom operator through Ethernet for inter-site communications linking all station throughout the Metro to the OCC."
70.	Part 2: Work requireme nt Section VII-B: PS	5.10.4	61	A Communications backbone Network shall be provided by NMRCL for inter-site communications linking all sites throughout the Metro	Back bone communication channel for station to OCC connectivity will be dark fibre or ethernet based accordingly network architecture of AFC will be designed. Please confirm	Refer to response to query No: 69
71.	Part 2: Work requireme nt Section VII-B: PS	1.0.4.1 Extended banking services	61	General	Any network connectivity from the front end machines to the Bank's data centers needs to be provided by NMRCL	No change. Please refer to clause 5.9.12 of part2 Particular Specifications on page 60.
72.	Part 2: Work requireme nt Section VII-B: PS	6.1.1.9	64	The central backoffice should be PCI compliant as per PCI DSS 3.1 standards	Relaxation in this point is requested. If AFC backoffice does not store card number then PCIDSS certification may not be required.	No change.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
73.	Part 2: Work requireme nt Section VII-B: PS	6.1.18.1	70	Central backoffice should expose interfaces through web interfaces to the NMRCL web applications for ticketing information's.	Who will develop the NMRCL web application? Is the expectation from bidder limited to exposing APIs for information to public and actual ticketing booking shall not take place. Is it correct?	clause 6.1.18.1 point 1 in Particular specifications page 70 stands modified as "Central backoffice should expose interfaces through web interfaces to the NMRCL web application developed by NMRCL service provider for ticketing information's, transit product information's , balance, perform online top-up's (if required) and commuter information" for Web application".
74.	Part 2: Work requireme nt Section VII-B: PS	6.2.3.3	72	The Bidder shall assume the configuration of approximately five thousand (20,000) metro Equipment IDs and ten thousand (10,000) non-metro Equipment IDs when the Nagpur metro is in full operation.	Please clarify whether the sizing should be for five thousand (5,000) or twenty thousand (20,000) metro equipment?	Clause 6.2.3.3 in Particular specifications page no 79 stands modified as "The Bidder shall assume the configuration of approximately twenty thousand (20,000) metro Equipment IDs and ten thousand (10,000) non-metro Equipment IDs when the Nagpur metro and buses is in full operation."
75.	Part 2: Work requireme nt Section VII-B: PS	6.3.1.2	79	Cloud computing DRaaS shall offer real time/snapshot based replication of data, systems and applications. Cloud disaster recovery solution shall take advantage of just-in-time (JIT) disaster recovery, allowing for the deployment of services and applications is ready on another instance to start when there is a disaster.	Kindly furnish some more detail requirement like DR location, infrastructure.	Clause 6.3.1.2 in Particular specifications page no 79 stands modified as "Cloud computing DRaaS shall offer real time/snapshot based replication of data, systems and applications. Cloud disaster recovery solution shall take advantage of just-in-time (JIT) disaster recovery, allowing for the deployment of services and applications is ready on another instance in cloud at different location to start when there is a disaster. To ensure data integrity and continuity, a cloud disaster recovery solution shall perform continuous replication instead of backing up a snapshot of the

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
						protected system at a single point in time. Continuous replication enables the highest level of backup data integrity without having to take applications offline."
76.	Part 2: Work requirement Section VII-B: PS	6.3.1.2	79	Cloud computing DRaaS shall offer real time/snapshot based replication of data, systems and applications. Cloud disaster recovery solution shall take advantage of just-in-time (JIT) disaster recovery, allowing for the deployment of services and applications is ready on another instance to start when there is a disaster.	For Cloud Based Disaster Recovery services, NMRCL will suggest any specific location or contractor can decide own its own. Kindly furnish some more detail and specification	Please refer to response to query No :75
77.	Part 2: Work requirement Section VII-B: PS	7.1 Network Architecture	84		Stations Terminal shows "Recharge Card Terminal Machine" whereas in BOQ in Part 1 there is no requirement of RCTM. Please clarify	RCTM reference in diagram under Clause 7.1 of part 2 Particular specifications page 84 stands deleted.
78.	Part 2: Work requirement Section VII-B: PS	8.2.2	102	AFC backoffice will interface with Acquirer system for the following minimum Functionalities 1. For authorization of usage transactions from Gate validators, EFO, TOM and	Please clarify if every usage transaction on these devices on the transit side (Metro, Bus or Parking) will need real-time authorization from the Acquirer System? If so what are the	No

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				Handheld devices.	permissible transaction completion times for such transactions that need Acquirer authorization?	
79.	Part 2: Work requirement Section VII-B: PS	8.1.1	102	The Gate validators in the gates will accept the EMV card transactions in offline mode using ODA authentications and would send the transactions to AFC backoffice system in ISO 8583 message format. AFC backoffice should post the debit instruction to Acquirer switch to post the transaction to card holder account	Choice of communication protocol may be left to the description of AFC provider. Normally, AFC does not communicate with AFC equipments in ISO 8583. This clause be modified.	No change, to be discussed during design phase
80.	Part 2: Work requirement Section VII-B: PS	8.2.2.5	102	EMV card details update in the AFC backoffice system	EMV card number shall not be present in AFC backoffice system. An alternate reference number can be used.	No change, to be discussed during design phase
81.	Part 2: Work requirement Section VII-B: PS	8.2	102	8.2.1. AFC backoffice will request Acquirer for clearing and settlement in End of Day Job. Clearing and settlement should include the authorization code and account information. 8.2.2. AFC backoffice will interface with Acquirer system for	FI needs to collect cash at day end from centralized location of NMRCL and NMC. Who is going to take liability if funds are not available in account	Please refer to clause 4.1, sub-point (i) on page 17 of part 3 for liabilities for FI in cash collection and deposit service

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>the following minimum Functionalities</p> <ol style="list-style-type: none"> 1. For authorization of sales transactions from TVM, TOM and other sales channels of AFC 2. For authorization of usage transactions from Gate validators, EFO, TOM and Handheld devices. 3. Clearance and settlements of transactions at EOD operations 4. To download EMV parameters, Acquirer Terminal configuration parameters, hotlist, Certificates , Keys , Card range parameters and Issuer Card parameters 5. EMV card details update in the AFC backoffice system 6. EMV prepaid card balance synchronization with Issuers through Acquirer/Payment Scheme 7. Regular updates of Hotlist Database from Issuers through Acquirer/Payment scheme 8. Transit ticket purchases through Mobile should be interfaced from AFC through 		

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>payment gateway of Acquirer.</p> <p>9. Acquirer connection integration parameters as defined by the acquirer FI</p> <p>10. Should have secure connections with Acquiring system as defined by the Acquirer on the handshake and transaction data.</p>		
82.	Part 2: Work requirement Section VII-B: PS	8.6	103	<p>1. Salary accounts – Following table shows break-up of total employees that are working currently with NMRCL</p> <p>Permanent Employees 90 On Contract Employees 78 External Consultants 30 Total 198 NMRCL has received an approval for hiring up to 400 employees, hence in future total count of NMRCL employees may increase up to 400. Financial institution shall provide salary accounts and other retail banking services such as debit cards, credit cards, internet banking accounts etc. to all NMRCL employees.</p> <p>In addition to core retail banking services, financial institution may cross sell different banking</p>	Please elaborate on details about salary, cash management, EMD amounts etc.	Please refer to Part 2 - Particular Specifications, Section 8, clause 8.6 points 1, 2 and 5 for details about Salary, cash management and EMD amounts respectively

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>products such as Life insurance, loans etc. to NMRCL employees. NMRCL is planning to engage contractors to execute Nagpur Metro project. Financial institution may extend aforementioned banking services and products to employees of these contractors.</p> <p>However this shall solely depend on relation between financial institution and contractor and NMRCL shall not play any role in offering banking services and products to contractor's employees.</p> <p>2. Cash management –Financial Institution shall collect all cash from central location of NMRCL every day for previous day's operation for all cash based ticketing transactions across all metro stations and then settle the cash with NMRCL with T+3 settlement cycle. This is opportunity for financial institutions to earn float income. Cash management service shall be extended to NMC as well. NMC shall appoint an agency to</p>		

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>pick up daily cash generated out of various transit transactions happened at NMC managed city buses and NMC parking terminals. FI shall collect the cash from this NMC appointed agency and deposit back the cash into NMC's account based on T+3 settlement cycle.</p> <p>5. EMD Deposits (Short term deposits) – NMRCL is planning to float multiple tenders for various work packages during the metro construction. Total worth of these work packages is estimated as INR 6000 Cr to INR 6500 Cr. NMRCL will receive 1% of total contract value as EMD deposits from various bidders during this tendering process. Financial Institution shall provide short term deposit services to park EMDs</p>		
83.	Part 2: Work requirement Section VII-B: PS	8.6	104	<p>7. Bill discounting services – Total INR 3500 Cr. Worth of civil works are planned during Nagpur Metro project. NMRCL is planning to engage civil contractors to execute these works. Financial</p>	<p>Please share assessment for bill discounting services (tenor of bills, expected pricing, structure of the transactions)</p>	<p>Most of the civil contracts are for periods ranging around 110 weeks which is 25 months. The work is generally divided into 25 months in which initially there would be a mobilization advance and after the end of the three months there could be monthly billing being raised by contractors.</p>

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				institutions has an opportunity to offer bill discounting services to the contractors.		
84.	Part 2: Work requirement Section VII-B: PS	8.6	104	7. Bill discounting services – Total INR 3500 Cr. Worth of civil works are planned during Nagpur Metro project. NMRCL is planning to engage civil contractors to execute these works. Financial institutions has an opportunity to offer bill discounting services to the contractors.	Would all the bills for discounting be backed by LCs. Would Bills discounting facility be with recourse to NMRCL	Possibility of opening of L.C's rests with the systems supplier. As most of the system packages are likely to be supplied by International suppliers, it would be their discretion whether to impose requirement of opening L.C. or not. If agreed upon in the terms of contract NMRCL would have to provide for L.C's. No there is no compulsion that all bills for discounting would be backed by L.C's. NMRCL would have to pay the contractors for works executed as per specifications and after verification the relevant amount of payment for work executed would be released.
85.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these import transactions. Financial institution shall provide letter of	Would the limits be onto NMRCL or the suppliers. Please give a detailed deal structure for procurements.	NMRCL

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				credit services to NMRCL suppliers.		
86.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these import transactions. Financial institution shall provide letter of credit services to NMRCL suppliers.	Credit rating / health of the suppliers. Would the facilities given to suppliers be with recourse on NMRCL. Suppliers could have existing banking arrangement.	No recourse to NMRCL. The intend is that as a common banking entity the banker of NMRCL could offer bill discounting services to the Contractor as a smooth operational support.
87.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these import transactions. Financial	LCs would be domestic or import. Please share list of beneficiaries of the LCs and preferably a D&B report on them.	Could be for both; depending on the requirement of the contractor and their comfort

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				institution shall provide letter of credit services to NMRCL suppliers.		
88.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these import transactions. Financial institution shall provide letter of credit services to NMRCL suppliers.	Expected terms of LCs, to check for red clause and other RBI guidelines	Terms would depend on the purpose of the LCs
89.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these	Payment under the LCs would be through equity or borrowing	Could be from either

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				import transactions. Financial institution shall provide letter of credit services to NMRCL suppliers.		
90.	Part 2: Work requirement Section VII-B: PS	8.6	104		Financial projections for next 10 years	DPR of NMRCL has the relevant details
91.	Part 2: Work requirement Section VII-B: PS	8.6	104	4. Letter of credit services – NMRCL is planning to purchase INR 2500 Cr worth of rolling stocks, signaling and traction systems from various suppliers. Out of this, suppliers might require to import goods worth INR 1500 Cr. to supply above mentioned systems to NMRCL. Suppliers might need Letter of credit services for these import transactions. Financial institution shall provide letter of credit services to NMRCL suppliers.	1. Would the LCs be required to be issued in favour of suppliers? 2. What shall be the security available? Shall the guarantee from NMRCL be available for LC facility to be granted to suppliers?	Yes would be required to be issued in favor of suppliers subject to the clause being present in the respective RFP's. No security can be made available except of course the potential cash flows that could flow to the SPV through fare and non-fare revenues; no guarantees can be provided by NMRCL
92.	Part 2: Work requirement Section VII-B: PS	8.6	104	7. Bill discounting services – Total INR 3500 Cr. Worth of civil works are planned during Nagpur Metro project. NMRCL is planning to engage civil	1. Which bank the bill discounting shall be done? 2. What shall be the security available? 3. Shall the guarantee from	NMRCL cannot guarantee that all bill discounting of contractors will be done from the bank that comes on board. However it is felt that most of the contractors would ideally avail of facilities from the same payment bank from whom payments are

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				contractors to execute these works. Financial institutions has an opportunity to offer bill discounting services to the contractors.	NMRCL be available for the same?	received. No security can be provided by NMRCL; the supplier would provide the relevant rating and necessary security; however the security available for guaranteeing the payment to the vendor for the services or work done for NMRCL would accrue from the fare box revenue.
93.	Part 2: Work requireme nt Section VII-B: PS	8.6	104	7. Bill discounting services – Total INR 3500 Cr. Worth of civil works are planned during Nagpur Metro project. NMRCL is planning to engage civil contractors to execute these works. Financial institutions has an opportunity to offer bill discounting services to the contractors.	In order to make projections from cash management services, we would need some data on the below: 1. Number of NMC City bus terminals 2. Number of parking terminals 3. Number of agent offices Kindly clarify	1&2: Please refer to clause 12.2 and 10.2 of Part 2 Particular specifications 3: This cannot be ascertained at present. Bidders to go own market research
94.	Part 2: Work requireme nt Section VII-B: PS	8.6	105	8. Working capital Loans – As stated in aforementioned funding pattern table, NMRCL will receive debt funds from international organizations such as AFD and KFW. Equity funds would be sourced from Government of India and Government of Maharashtra. There could be certain instances where payments to contractors might become due/ overdue and NMRCL might need to bridge the	What would be the expected amount, tenure and security for bridge finance?	NMRCL has set itself aggressive timelines of completing the project by Jun 2019 with over 7000 Crs of expenses to be incurred over 3 years while the loan components could be close to 4500 Crs. The equity contribution would be closed to 2500 Crs. Equity contribution from GOI and GOM. Given that project is time sensitive, payments to contractors has to happen seamlessly, there could be timing mismatch between equity inflow and contractor bill payments. This deficit is likely anything ranging from of 100 to 200 Crs. per year revolving. Tenure of bridge finance could be 3 to 6

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				intermediate funding mismatch by resorting to seeking short term funding from financial institutions.		years. No guarantee / security will be provided by NMRCL for the bridge finance
95.	Part 2: Work requirement Section VII-B: PS	8.6	104	3. Remittance account for international transactions – NMRCL need international remittance services especially to repay international loan principle and interest. Principle repayment would begin after 5 years of moratorium however interest repayment would begin immediately after disbursement of loan.	Please share the expected yearly forex flows (both inward and outward) separately for all currencies.	The expected draw down would be 567 crores in FY16-17, 1098 crores in FY17-18, 1284 crores in FY18-19 and 1193 crores in FY19-20; from KfW & AFD. The interest payout would be once in six months for the loan drawn down till date. The current rate of int. for both the loans average out to about (0.6%+1.25%) +6m euribor which works out to ~1% for total loan of ~Rs.4500crs. Over the next three months i.e. by Dec 2016 all orders of system packages are likely to be ordered/concluded and hence based on the deliveries the requirement of payment would arise.
96.	Part 2: Work requirement Section VII-B: PS	8.6	105	8. Working capital Loans – As stated in aforementioned funding pattern table, NMRCL will receive debt funds from international organizations such as AFD and KfW. Equity funds would be sourced from Government of India and Government of Maharashtra. There could be certain instances where payments to contractors might become due/ overdue and NMRCL might need to bridge the intermediate funding mismatch	Please share assessment , projection, tenor, collateral details and other terms for the proposed bridge loan	Please refer to s. no 94

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				by resorting to seeking short term funding from financial institutions.		
97.	Part 2: Work requirement Section VII-B: PS	8.6	105	8. Working capital Loans – As stated in aforementioned funding pattern table, NMRCL will receive debt funds from international organizations such as AFD and KFW. Equity funds would be sourced from Government of India and Government of Maharashtra. There could be certain instances where payments to contractors might become due/ overdue and NMRCL might need to bridge the intermediate funding mismatch by resorting to seeking short term funding from financial institutions.	Please confirm on the committed volumes on the extended corporate banking requirements of NMRCL	No committed volumes but given the size of the project and the opportunity the same needs to be derived
98.	Part 2: Work requirement Section VII-B: PS	8.6	105	8. Working capital Loans – As stated in aforementioned funding pattern table, NMRCL will receive debt funds from international organizations such as AFD and KFW. Equity funds would be sourced from Government of India and Government of Maharashtra. There could be certain instances where payments to contractors might	Please clarify on the expectations of interest cost or cost of providing extended corporate banking service by FI	Please refer to additional clause PC-14 Price discovery of Section IX- Particular conditions of contract on page 71

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				become due/ overdue and NMRCL might need to bridge the intermediate funding mismatch by resorting to seeking short term funding from financial institutions.		
99.	Part 2: Work requireme nt Section VII-B: PS	8.6	105	8. Working capital Loans – As stated in aforementioned funding pattern table, NMRCL will receive debt funds from international organizations such as AFD and KFW. Equity funds would be sourced from Government of India and Government of Maharashtra. There could be certain instances where payments to contractors might become due/ overdue and NMRCL might need to bridge the intermediate funding mismatch by resorting to seeking short term funding from financial institutions.	Please clarify on the expectations of interest cost or cost of providing extended corporate banking service by FI	Needs to be competitive but with an assurance from NMRCL that all the above mentioned facilities if availed by the entity would be through the winning bidder only.
100.	Part 2: Work requireme nt Section VII-B: PS	9.1.5	106	Personalized cards will be issued through request from NMRCL to bank by collecting the relevant KYC details from commuters	Does this point mean that personalized card will not be instantaneously issued at TOM?	Please refer to corrigendum on the card personalization and updated sections/clauses
101.	Part 2: Work requireme	9.1.7	106		if a personalized card is not issued over the counter then the TAT cannot be less than	Clause 9.1.7 in Particular specifications page no 106 stands modified as "FI should personalize the

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
	nt Section VII-B: PS				7-10 working days. This is standard banking TAT.	cards through instant issuance solution to TOM issuance counters."
102.	Part 2: Work requirement Section VII-B: PS	9.2.1	106		As per RBI regulation, bank does not need to take KYC documents for issuing less than Rs 10,000 limit card.	Agreed. As per RBI regulations
103.	Part 2: Work requirement Section VII-B: PS	9.3.5	106	The SCH allow the NMRCL to manually transfer security keys and certificates to other operators through the CCHS network.	Please elaborate on this point. What does other operators mean. SCH will be FI property and NMRCL cannot be allowed to participate in key management & injection process.	Clause 9.3.5 in page 106 stands deleted
104.	Part 2: Work requirement Section VII-B: PS	3	106		For printing of personalized cards, the baseline should be 6 days instead of 2 days of receipt of application forms.	Clause 9.1.7 in Particular specifications page no 106 stands modified as "FI should personalize the cards through instant issuance solution at TOM issuance counters."
105.	Part 2: Work requirement Section VII-B: PS	9.7.1 & 9.8.4	107 * 108		This point mention instant personalization infrastructure to be put up at TOM & NMRCL central location. Please explain what NMRCL expectation is.	No, Clause 9.1.5 of Part 2 particular specifications in page 106 stands modified as Personalized cards will also be issued at TOM by collecting the relevant KYC details from commuters. Clause 9.8.4 of Part2 particular specifications in

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
						page 108 stands modified as "FI should provide one card personalization solution infrastructure at the each TOM counters "
106.	Part 2: Work requirement Section VII-B: PS	9.10.1	108		Point says "should issue non-personalized card from any bank who participate as issuance bank with NMRCL". Kindly clarify.	Please refer to clause "9.10.5" of part 2 of Particular specifications in page 108.
107.	Part 2: Work requirement Section VII-B: PS	7	107		Need clarification on this. SCH can only hold cardholder and card data. Remaining trip data cannot be stored in the SCH.	Clause 9.4.5 stands modified as in Particular specifications page no: 107 "Amongst other data, the remaining balance amount, transaction sequence number, last date and time used, etc".
108.	Part 2: Work requirement Section VII-B: PS	10.4.1	111	The parking ticketing Sub-System consists of Electronic Ticketing Machine for parking fee collection using thermal paper tickets. The ETMs would be read and process co-branded contactless smart cards and support contactless smart cards ticketing with e-purse and passes. A provision must be made in the ETMs for an EMV smart card reader with inbuilt security protocols and modules. The ETM will support secure transfer of financial data from ETM through GPRS and Wi-Fi	Who will provide SIM & bear operational cost of GPRS based transactions?	Contractor, Please refer to section 10.6.1 of Particular Specifications in page 114.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				network to backend system at preconfigured intervals.		
109.	Part 2: Work requireme nt Section VII-B: PS	23.1.12 D	189	The Environmental Tests shall be performed at the Contractor's facilities. The tests to be conducted shall include the following:	Certain Environmental test listed on page no. 408 are very difficult to perform at Contractor's Facilities and / or at NMRC's designated facility. We request NMRC to provide certified Organization where these tests can be performed & certified	No change
110.	Part 2: Work requireme nt Section VII-B: PS	23.1.12 D	189		Certain Environmental test listed on page no. 408 are very difficult to perform at Contractor's Facilities and / or at NMRC's designated facility. We request NMRC to provide certified Organization where these tests can be performed & certified	No change
111.	Part 2: Work requireme nt Section VII-B: PS	24.1.1 and 24.1.3	196	24.1.1. The Contractor shall ensure that the design of the software and hardware of AFC system is supportable throughout the service life of the Hardware and Software DLP as defined in Clause 1.1.3.7 of particular conditions to address, as a minimum, the following:	Can the Employer clarify the obligations of the Contractor regarding items 24.1.1 b, c and d?	Clause 24.1.1 in Part 2 Particular specifications page no 196 stands modified as The Contractor shall ensure that the design of the software and hardware of AFC system is supportable throughout the service life of the Hardware and Software DLP as defined in Clause 1.1.3.7 of particular conditions to address, as a minimum, the following:

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>a) Design errors in the system; b) Operational changes; c) Environmental changes; and d) Changes in infrastructure. 24.3.1. General a) The Contractor shall provide all changes, debugging, updates, modifications and upgrade of all the software developed or delivered for the system if such changes are necessary and in order to maintain the normal operation and meet the requirements given in this Particular Specification.</p>		<p>a) Any Design errors in the system due to non-compliance with functional, performance and scalability requirements of NMRCL as mentioned in this RFP. b) Any Operational changes in the system that can be configurable in the system and should not limit to any parameters as discussed and agreed during design phase. c) Any Environmental changes in the system within the operational limit of the system as defined in section 1.11 of part 2 General specifications page no. 35. d) Any Changes in infrastructure does not include major changes in physical infrastructure after commissioning such changes due to station, OCC and cabling etc. as discussed and agreed with NMRCL.</p>
112.	Part 2: Work requirement Section VII-B: PS	Appendix 16	6		Please provide detailed project report (DPR) of Nagpur metro to FI to aid in evaluation of the project	Please refer to DPR available on Nagpur metro rail website.
113.	Part 2: Work requirement Section VII-A: GS	8	10	Providing extended banking services & Managing loyalty and rewards	Stakeholder roles and responsibilities. What is the scope of extended banking services. Pls confirm if offering loyalty and rewards will be the prerogative of the Bank or is there any	<p>1. Please refer to section 8.4 in Particular specifications of on page 103 for details on extended banking services. 2. We encourage FI to propose a loyalty and its benefits to the program as part of their proposal. The same would be considered by NMRCL during the evaluation phase.</p>

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					mandatory requirements from NMRCL	
114.	Part 2: Work requireme nt Section VII-A: GS	4	10	EMV Card issuance and personalization	Pls confirm if selection of any one or multiple payment schemes for issuance of smart card will be the prerogative of the Bank	Please refer to Clause 4.1.4 in Particular conditions under fare media column point 2 for EMV Co-branded prepaid card option.
115.	Part 2: Work requireme nt Section VII-A: GS	4	10	EMV Card issuance and personalization	We presume that personalization would be done at a central hub and is not required to be done at metro stations	Please refer to response to query no 104
116.	Part 2: Work requireme nt Section VII-A: GS	8	10	Managing loyalty and rewards- Role of FI	What are the expectations from a loyalty program. Will it be discount based or point based?	Loyalty programs would be run by FI and model to be discussed with NMRCL.
117.	Part 2: Work requireme nt Section VII-A: GS	4,7,8	10		Section VII-B under particular Specifications its mentioned that FI needs to perform Cash Management services also for NMRCL. Please clarify is it related to card top up or only for cash collected for contactless EMV tickets as well. If yes, pls clarify the scope like number of locations, amount expected	Please refer to section 8.6 point 2 in particular specification page 104 for details

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
					from each locations, pick-up frequency etc.	
118.	Part 2: Work requireme nt Section VII-A: GS	6.8.1, 6.8.2	10	Setting up of Central Clearing and settlement	CCH might not be in FI owned facility	Agreed
119.	Part 2: Work requireme nt Section VII-A: GS	2	13	FI should undertake promotion and merchant development & management of smart card and mobile app services	Please clarify who shall integrate mobile app services, assuming its designed by the AFC service provider	Please refer to clause 2.2.1.5 in particular specification page 14 for details.
120.	Part 2: Work requireme nt Section VII-A: GS	1.0.4.1	13	The various elements which come under this component are: a. Online Card Application / Account Opening	Point 3 mentions "account opening". Kindly elaborate.	Please refer to clause 2.2.1.15 in particular specification page 14 for details.
121.	Part 2: Work requireme nt Section VII-A: GS	3.3.1	14	There is an added revenue source for FI related to extended corporate banking service requirement of NMRCL. FI should explore this opportunity with the NMRCL requirements related to working capital, letter of credit, and loan remittance and payment. This will be addition to other standard revenue options for FI in this contract.	Need to furnished the scope and conditions against to avail the extended banking services by NMRCL.	Please refer to section 8.4 in Particular specifications of on page 103 for details on extended banking service

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
122.	Part 2: Work requireme nt Section VII-A: GS	1.0.4.2	15	AFC backoffice system should interface with FI Issuing and Acquiring system for processing the EMV transaction from ticketing terminals as per the Specification of the Acquirer and Issuer	Will acquirer be the winning FI or can it be anyone?	Winning Bidder FI
123.	Part 2: Work requireme nt Section VII-A: GS	1.0.4.1 Extended banking services	14		There is no defined parameters for taking the additional services from FI. Please mentioned the conditions against utilizing the extended banking services.	Please refer to section 8.4 in Particular specifications of on page 103 for details on extended banking service
124.	Part 2: Work requireme nt Section VII-A: GS	6.6.1	91	Software acceptance shall be based upon the supply of software functioning in a manner reviewed without objection by the Employer's Representative supported by an Operational Safety Report (Software) reviewed without objection by the Employer's Representative. The report shall be provided by the Contractor and submitted to the Employer's	"software functioning in a manner reviewed without objection by the Employer's Representative": Should we interpret this clause to mean that the Contractor will provide a test plan and that the successful performance of the test plan based on a defined criteria (i.e. x critical faults, y major faults, z minor faults) will allow the Contractor to receive a formal successful acceptance (full or	Agreed

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				Representative for review.	partial) from the Employer's Representative?	
125.	Part 2: Work requireme nt Section VII-A: GS	6.8.1, 6.8.2	92	Where existing software (defined to module level) is to be re-used without modification,	As per NMRCL requirement customized software will be provided the same would not use elsewhere in any railway system. So remove this clause.	No change
126.	Part 2: Work requireme nt Section VII-A: GS	11.2.2	124	The Contractor shall provide documentation for all hardware and software for computer systems and other associated electronic equipment to meet the following requirements. Such documents shall include but not be limited to: (1) manufacturers' documentation supplied as standard with the equipment; (2) hardware configuration with details of expansion capabilities and options; (3) programme loading instructions, including runtime environment configuration;	Given that the project is to be delivered on a "Build, Own & Manage" basis, why would these artifacts specifically those listed in items 3 thru' 9 be provided to NMRCL? Would these not be property of the AFC provider? If these are needed, can NMRCL confirm that it acceptable that the contractor provides these artifacts as deposits under a Escrow agreement with specific release clauses that are mutually agreeable?	Contractor should provide the artifacts during the respective phases of project to NMRCL as mentioned in RFP.

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>(4) programme listing including comprehensive 'comment statements' in hard copy and soft format for source code, compilers and development tools necessary to modify and recompile software;</p> <p>(5) flow charts, data flow diagrams and state diagrams as appropriate;</p> <p>(6) description of software modules including purpose, linkage with other modules, error routines and any special considerations</p> <p>WORK REQUIREMENT SECTION VII-A: - GENERAL SPECIFICATIONS NMRCL AUG-16 125</p> <p>(7) memory maps for both internal and peripheral memory showing description of all programmes, data files, overlay areas, memory available for expansion and the</p>		

S.No.	Part No.	Clause No.	Pg.	Bid Condition	Bidder Queries	NMRCL's Response
				like; (8) loading and operating instructions for diagnostic programmes and specifically developed debugging tools; and (9) programming manuals relevant to operating systems & languages		
127.	Part 2: Work requirement Section VII-A: GS	17.10.8	155	The Contractor shall repair damage to existing roads, footpaths, steps, cables, sewers, live drains, etc. and shall reinstate any damage caused by the Contractor's actions.	Drop this clause. As Bidder cannot be responsible for any and every damage.	No change. Contractor is only responsible for the damages caused by the contractor.

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- A (Response to Bidder's Queries)

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
1.	Part 3- Section 8	12	1.1.4.11	"Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].	Please clarify when & how the retention money be paid to the contractor. How is the retention money calculated?	As per the clause 14.3 on page 9 in Section IX - Particular conditions of contract in part 3, deductions for retention is not applicable. Clause 1.4.1.11 and clause 14.9 of Section VIII - General conditions of contract in part 3 stands deleted.
2.	Part 3- Section 8	75	14.11	Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, two copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer: (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise. If the Engineer disagrees with or	Please clarify at what stage the contractor needs to submit this to NMRCL	Please refer to clause 14.11 on page 44 of section IX - Particular conditions of contract in part 3

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".</p> <p>However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.</p> <p>Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				[Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.		
3.	Part 3-Section 8	76	14.12	When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.	Please clarify at what stage the contractor needs to submit this to NMRCL	Please refer to clause 14.12 on page 44 of section IX - Particular conditions of contract in part 3
4.	Part 3-Section 8	76	14.13	Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate	Please clarify at what stage the contractor needs to submit this to NMRCL	Please refer to clause 14.11 and clause 14.12 on page 44 of section IX - Particular conditions of contract

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>which shall state: (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.</p>		
5.	Part 3- Section 8	90	18.2	The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement	We assume the damages owing to loss, damage or theft when in the custody of NMRCL would be	No change. As per clause 18.2 on page 53 of section IX - Particular conditions in Part 3 of contract " <i>insurance shall be effective from the date by which the evidence is to be submitted under</i>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).</p> <p>The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall</p>	<p>compensated by NMRCL. No insurance company will cover for these damages.</p>	<p><i>sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works"</i></p>

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:</p> <p>(a) shall be effected and maintained by the Contractor as insuring Party,</p> <p>(b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,</p> <p>(c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],</p> <p>(d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and</p> <p>(e) may however exclude loss of, damage to, and reinstatement of:</p> <p>(i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),</p> <p>(ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				<p>(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and</p> <p>(iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].</p> <p>If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under</p>		

S.No.	Part No.	Pg.	Clause No.	Bid Condition	Bidder Queries	NMRCL's Response
				Sub-Clause 18.1 [General Requirements for Insurances].		

-END-

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- B (Addendum)

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
1.	Part 1	Section 2	21	Bid Data Sheet	Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency, if any, of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of the Reserve Bank of India on the last day of Bid submission, and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.	Bids will be compared in Indian National Rupees (INR) only. This will be achieved by conversion of the Foreign Currency, if any, of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of the Reserve Bank of India 28 days prior to the last day of Bid submission and then adding the same to the Indian Rupee portion (if any) of the Bid. In case this particular day happens to be a holiday, the exchange rate at the closing of the business of the Reserve Bank of India on the previous working day will be considered.
2.	Part 1	Section 2	21	Bidding Procedure	Sub-Contract Sub-contracting shall be generally limited to 50% of the awarded price of the work, excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor.	Deleted

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. In this regard the Bidder's attention is drawn to Clause 7 of PC. Any proposals by the Bidders in their offer shall not be construed as an approval of the vendor. The Subcontractor / Vendor shall fully comply with the technical specifications included in the Works Requirements	
3.	Part 1	Section 4	15	FORM TECH 1 – Technical Bid Cover Letter	We, the undersigned, apply for the referenced work and in support of the application submit here with one original and one duplicate copy of the required documents (including all amendments of the RFP issued on DD MM YY) along with softcopy.	We, the undersigned, apply for the referenced work and in support of the application submit herewith copy of the required documents of bid through e-procurement portal only (including all amendments)."
4.	Part 1	Section 4	23	FORM TECH 6:	FORM TECH 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)	Please refer part 1- annexure 1 for updated Bill of Quantities table.

PART – II

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- B (Addendum)

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
1.	Part 2	Section VII-B	7	Definition		New Definition Added: Prepaid Wallet: Prepaid Wallet is the co-branded card/ NFC wallet issued by FI through NMRCL.
2.	Part 2	Section VII-B	14	scope of works and services for FI	Provide card customer support over PoS, Phone, and Internet and at bank branch level for card issuance, renewal, refunds, customer account management and customer support with payment gateway and authentication services as per RBI requirements.	Provide card customer support over Phone, IVR , Internet and at bank branch level for card issuance, renewal, refunds, top-ups, customer account management and customer support with payment gateway and authentication services as per RBI requirements.
3.	Part 2	Section VII-B	14	scope of works and services for FI	Enable and undertake card usage over multi modal transport, retail merchant, public utility payment, toll, petrol stations etc. with a view to make it the card of choice for citizens and travelers in Nagpur as well as to augment the non-fare box income for NMRCL.	Enable and undertake card usage over, retail merchant, etc. with a view to make it the card of choice for citizens and travelers in Nagpur as well as to augment the non-fare box income for NMRCL.
4.	Part 2	Section VII-B	16	Issuance Infrastructure	Issuance Infrastructure – This shall comprise of setting up the issuance infrastructure at the TOM and TVM machines The TOM will be used to issue the pre-personalized EMV CSC. The TVM shall also be capable of issuance of QR fare media to the commuters along with	Issuance Infrastructure – This shall comprise of setting up the issuance infrastructure at the TOM and TVM machines The TOM will be used to issue the personalized and non-personalized EMV CSC. The TVM shall also be capable of issuance of QR fare media to the commuters

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					the features to top up/add products to the EMV CSC.	along with the features to top up/add products to the EMV CSC.
5.	Part 2	Section VII-B	18	Test Lab	Bidder should maintain and manage the Test lab for the contract period.	Bidders should maintain the test lab equipment's during the contract period.
6.	Part 2	Section VII-B	21	Fare media	Fare based on media concerning the particular technology used to process ticket transactions for different types of fare media like RPT, QR code, Mobile based NFC ticketing and EMV CSC.	Fare based on media concerning the particular technology used to process ticket transactions for different types of fare media like QR code, Mobile based NFC ticketing and EMV CSC.
7.	Part 2	Section VII-B	22	Payment Change and Currency Rules		Please refer to the "Part 2 annexure 2" below for the updated table
8.	Part 2	Section VII-B	29	Dual Interface EMV Prepaid cards (CSC)	In transit all the transactions should be completed in contactless interface.	In transit all the transactions should be completed in contactless or contact interface as per the support of card payment scheme for that specific transaction type.
9.	Part 2	Section VII-B	37	Details of AFC gates at Nagpur Metro Stations		Clause 5.2.10 in part 2 Particular specifications stands modified Please refer to section "part 2 Annexure 3 " for BoQ details
10.	Part 2	Section VII-B	40	Communication	Communication: Shall have atleast two USB ports, 2 ports configurable for RS232/RS422/RS488, 2 Ethernet port, atleast 4 I/O ports and any other additional ports as required to have interface with external systems.	Shall have atleast one USB port, 2 ports configurable for RS232/RS422/RS488, 1 Ethernet port, atleast 4 I/O ports and any other additional ports as required to have interface with external systems.

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
11.	Part 2	Section VII-B	40	Memory	512 Mbytes SDRAM	Minimum 256 MB DDR RAM
12.	Part 2	Section VII-B	43	Security Alarm	On detection of a TVM Security alarm an audio alarm broadcast and visual indication shall be initiated in the Station and a CCTV image of the relevant TVM shall be Presented automatically to the OCC CC operators.	On detection of a TVM Security alarm an audio alarm broadcast and visual indication shall be initiated in the Station and alarm should be immediately sent to CCTV central server hosted at OCC. On receiving the alarm a CCTV image of the relevant TVM shall be presented automatically to the OCC CC operators by CCTV contractors
13.	Part 2	Section VII-B	41	Definition	640 x 480 pixels	Approx. 640 x 480 pixels
14.	Part2	Section VII-B	41	Note denominations	TVM should be able to accept 6 denomination Notes as defined below in the tabular column	TVM should be able to accept 5 denomination Notes as mentioned in "Part 2 – Annexure2 section b"
15.	Part 2	Section VII-B	46	Note denominations	All banknotes issued by the Reserve Bank of India and approved by NMRCL. The specific number accepted at any given time six denominations for banknote, which shall be a feature;	All banknotes issued by the Reserve Bank of India and approved by NMRCL. The specific number accepted at any given time five denominations for banknote, which shall be a feature;
16.	Part 2	Section VII-B	49	Note denominations	The TVM shall be capable of accepting a minimum of 6 different denominations of Banknotes with four way insertions.	The TVM shall be capable of accepting a minimum of 5 different denominations of Banknotes with four way insertions.
17.	Part 2	Section VII-B	53	TOM	Issue, analyze, revalidate, cancel and issue replacements for all classes of RPT/Group ticket QR codes.	Issue, analyze, revalidate, cancel and issue replacements for all classes of SJT/Group ticket QR codes.

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
18.	Part 2	Section VII-B	58	Hand Held devices (HHD)	Shall be able to print manual SJT tickets which will be validated manually at the gates.	Shall be able to print thermal paper tickets with all ticket details which will be validated manually & physically by NMRCL staff at the gates
19.	Part 2	Section VII-B	59	Ticket Reader	These are standalone equipment, which has no revenue implication.	These are standalone equipment pole mounted, which has no revenue implication.
20.	Part 2	Section VII-B	61	Communications Backbone Network	A Communications backbone Network shall be provided by NMRCL for inter-site communications linking all sites throughout the Metro	A Communications Backbone Network shall be provided by NMRCL Telecom operator through Ethernet for inter-site communications linking all station throughout the Metro to the OCC."
21.	Part 2	Section VII-B	70	NMRCL web application	Central backoffice should expose interfaces through web interfaces to the NMRCL web applications for ticketing information's.	Central backoffice should expose interfaces through web interfaces to the NMRCL web application developed by NMRCL service provider for ticketing information's, transit product information's, balance, perform online top-up's (if required) and commuter information" for Web application.
22.	Part 2	Section VII-B	72	Equipments	The Bidder shall assume the configuration of approximately five thousand (20,000) metro Equipment IDs and ten thousand (10,000) non-metro Equipment IDs when the Nagpur metro is in full operation.	The Bidder shall assume the configuration of approximately twenty thousand (20,000) metro Equipment IDs and ten thousand (10,000) non-metro Equipment IDs when the Nagpur metro and buses is in full operation.
23.	Part 2	Section VII-B	72	Alerts/Alarms management	Alerts/Alarms should be defined for each devices/components and should allow the employer to monitor the operation	Alerts/Alarms should be defined for each devices/components and should allow the Employer to monitor the operation from FOTS SCADA telecom system of NMRCL. Backoffice system should be integrated with FOTS SCADA system at OCC for high priority alarms and

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
						protocol would be provided by S&T contractors during design phase
24.	Part 2	Section VII-B	79	DRaaS (Disaster Recovery as a Service):	Cloud computing DRaaS shall offer real time/snapshot based replication of data, systems and applications. Cloud disaster recovery solution shall take advantage of just-in-time (JIT) disaster recovery, allowing for the deployment of services and applications is ready on another instance to start when there is a disaster. To ensure data integrity and continuity, a cloud disaster recovery solution shall perform continuous replication instead of backing up a snapshot of the protected system at a single point in time. Continuous replication enables the highest level of backup data integrity without having to take applications offline.	Cloud computing DRaaS shall offer real time/snapshot based replication of data, systems and applications. Cloud disaster recovery solution shall take advantage of just-in-time (JIT) disaster recovery, allowing for the deployment of services and applications is ready on another instance in cloud at different location to start when there is a disaster. To ensure data integrity and continuity, a cloud disaster recovery solution shall perform continuous replication instead of backing up a snapshot of the protected system at a single point in time. Continuous replication enables the highest level of backup data integrity without having to take applications offline.
25.	Part 2	Section VII-B	84	Network Architecture has been proposed based on the requirements of AFC network at all station level, OCC CC and with ISP's	-	RCTM reference in diagram stands deleted.

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
26.	Part 2	Section VII-B	106	Issuer Smart Card Host	Personalized cards will be issued through request from NMRCL to bank by collecting the relevant KYC details from commuters	Personalized cards will also be issued at TOM by collecting the relevant KYC details from commuters
27.	Part 2	Section VII-B	106	Issuer Smart Card Host	FI should personalize the cards at the FI issuance infrastructure and securely provide the cards to TOM issuance centers within 2 days of receipt of application forms.	FI should personalize the cards through instant issuance solution at TOM issuance counters.
28.	Part 2	Section VII-B	106	Key & Certificate Management	The SCH allow the NMRCL to manually transfer security keys and certificates to other operators through the CCHS network.	Deleted
29.	Part 2	Section VII-B	107	EMV CSC Instant Issuance	FI should provide the instant issuance solution for the card Issuance solution at the TOM's.	Personalized cards will be issued at TOM by collecting the relevant KYC details from commuters.
30.	Part 2	Section VII-B	108	Smart Card Personalization System	FI should provide card personalization infrastructure at the central locations specified for NMRCL.	FI should provide one card personalization solution infrastructure at the each TOM counters. "
31.	Part 2	Section VII-B	107	Smart Media Tracking Management	Amongst other data, the remaining trips, transaction sequence number, last date and time used, etc. updated.	Amongst other data, the remaining balance amount, transaction sequence number, last date and time used, etc".
32.	Part 2	Section VII-B	104	Cash management	Financial Institution shall collect all cash from central location of NMRCL every day for previous day's operation for all cash based ticketing transactions across all metro stations and then settle the cash with NMRCL with T+3 settlement cycle. This is opportunity for financial institutions to earn float income.	Financial Institution shall collect all cash from central location of NMRCL every day for previous day's operation for all cash based ticketing transactions across all metro Stations and then settle the cash with NMRCL current account with FI on T+3 settlement cycle. This is opportunity for financial institutions to earn float income.

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					Cash management service shall be extended to NMC as well. NMC shall appoint an agency to pick up daily cash generated out of various transit transactions happened at NMC managed city buses and NMC parking terminals. FI shall collect the cash from this NMC appointed agency and deposit back the cash into NMC's account based on T+3 settlement cycle.	Cash management service shall be extended to NMC as well. NMC shall appoint an agency to pick up daily cash generated out of various transit transactions happened at NMC managed city buses and NMC parking terminals. FI shall collect the cash from this NMC appointed agency and deposit back the cash into NMC's current account with FI based on T+3 settlement cycle.

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- B (Addendum)

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
1.	Part 3	Section 8	9		NAME OF WORK: IMPLEMENTATION OF EMV BASED OPEN LOOP AUTOMATED FARE COLLECTION SYSTEM FOR NAGPUR METRO EXTENDABLE TO NMC MANAGED CITY BUSES AND PARKING SERVICES.	NAME OF WORK: IMPLEMENTATION OF EMV BASED OPEN LOOP AUTOMATED FARE COLLECTION SYSTEM FOR NAGPUR METRO EXTENDABLE TO NMC MANAGED CITY BUSES AND PARKING SERVICES.
2.	Part 3	Section 8	14	1.1.4.11	“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].	Deleted
3.	Part 3	Section 8	76	14.9 Payment of Retention Money	When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.	Deleted

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					<p>Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.</p> <p>However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.</p> <p>When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].</p> <p>Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor</p>	

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					<p>shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate. If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be</p>	

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
					required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.	
4.	Part 3	Section VIII	95	Claims, Disputes and Arbitration	Section 20 Claims, Disputes and Arbitration (Replaced in S.No. 65 to 80 of Section IX - PCC - Part-B) Clauses 20.1 to 20.8, Appendix and procedural rules between pages 95 to 109 of Section VIII General conditions of contract.	Section 20 Claims, Disputes and Arbitration (Clauses 20.1 to 20.8 , Appendix and procedural rules) between page 95 to 109 Section VIII of General conditions stands modified in "Part 3 Annexure 1"
5.	Part 3	Section IX	10	Part-A Contract Data	Table in page 10 section IX: Particular Conditions of Contract under "Part A Contract Data"	Table in page 10 section IX: Particular Conditions of Contract under "Part A Contract Data" stands modified in ""Part 3 Annexure 2"

Name of work: Implementation of EMV based open loop automated fare collection system for Nagpur metro extendable to NMC managed city buses and parking services.

Tender No.: N1TL02/2016, Dtd.14.08.2016

Corrigendum - IV, PART- B (Addendum)

S.No.	Part No.	Section	Page No.	Clause Ref.	Existing Description	Replaced With
1.	Part 4	-	2	FIN FORM 2, Note: a	NPV of the 10 years' royalty payments quoted above will be computed considering a discount rate of 12.5% for evaluation of all the bids	NPV of the 10 years' royalty payments quoted above will be computed considering a discount rate of 12.5% for evaluation of all the bids shall be inclusive of all taxes.

-END-

Part 1 – Annexure 1

Form Tech 6: Bill of Quantities (NMRCL Metro, Parking, Feeder Vans and NMC Buses, Parking Ticketing system)

THIS DOCUMENT IS TO BE PREPARED AND COMPLETED BY THE SELECTED TENDERER)
(Bill of Quantities to be proposed by Selected Tenderer along with the cost therein)

Item No.	Hardware	Units (Nos.)	Test platform	Cost (To be Provided by bidder per equipment)
1	Total Number of Gates	288	3	
	a. Entry Gate	96	1	
	b. Exit Gate	96	1	
	c. Wide Gate	96	1	
	Total	291	-	
2	Ticket Office Machine (TOM)	100	1	
3	Excess Fare Office (EFO)	46	1	
4	Handheld	55	1	
5	Ticket Readers	46	1	
6	Station Computer	37	1	
7	Ticket Vending Machine (TVM)	46	1	
8	OCC Central Computer Hardware	1	1	
9	OCC CC workstations	10	1	
10	Card Personalization Printers	10	2	
11	Network Management system	1	-	
12	NMRCL parking ETM's	48	2	
13	NMRCL Feeder Van ETM's	400	2	

Item No.	Hardware	Units (Nos.)	Test platform	Cost (To be Provided by bidder per equipment)
14	NMC parking ETM's	10	2	
15	NMC buses ETM's	470	2	
16	NMC Ticket office Machine	8	2	
17	NMC Depot computers	10	2	

Tech Form 22: Parent Company Guarantee

THIS GUARANTEE is made the _____ day of _____

BY _____ whose registered office is at _____ [and _____ whose registered office is at _____] ("the Guarantor").

To Nagpur Metro Rail Corporation Limited together with its successors and assigns, "the Employer") of:

.....
.....
.....

WHEREAS

(A) By a Contract for _____ of Nagpur Metro Rail Project

Contract No: _____ ("the Contract") made between

(1) Nagpur Metro Rail Corporation Limited (the "Employer")

and

(2) _____ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1]

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect

and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:

- a. any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of _____] [see Note 3] under the Contract;
 - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - c. the termination of the Contract or of the engagement of the Contractor [and / or _____] [see Note 3] under the Contract for any reason;
 - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or _____] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and / or _____] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or _____] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or _____] [see Note 3] to make any such amendment, variation or supplemental agreement.
 4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
 5. Until expiry of the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or _____] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or _____] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or _____] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or _____] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or _____] [see Note 3] in respect of any

payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.

6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon the Employer, at _____ marked for the attention of _____;
 - b. upon the Guarantor, at _____ India [see Note 5]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Guarantor agrees to submit to the exclusive jurisdiction of the courts at Nagpur, Maharashtra, India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written

.....
Name:
Designation:
Date of Board resolution authorizing executant to execute this undertaking
Place:

Notes:

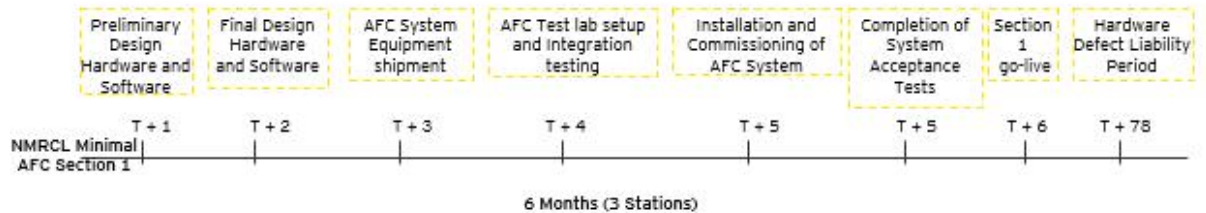
(For preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement and the relationship of the Guarantor to the concerned Members forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the concerned Member of the Consortium being guaranteed.
3. If Note 1 applies, add additional wording and insert the name the concerned Member of the Consortium being guaranteed.
4. The notarized copy of the board resolution of the Guarantor must also accompany this Guarantee. In case the Guarantor is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilised as per Hague Convention, as the case may be.
5. The address for service shall be in India.

Part 2 – Annexure 1

Minimal AFC Requirements for Section 1 (Priority Stations Khapari to New Airport).

1. Tentative Go-live dates of Section 1 would be July 2017.
2. Minimal AFC required for the launch would be TOM & Handhelds, MIS for sales and revenue for ticketing.
3. Requirements of TOM would be to issue QR codes tickets from Station counters using Cash, Credit/Debits cards.
4. Requirements of Handhelds would be to validate the QR code tickets manually by NMRCL staff.
5. Contractor should provide physical barrier instead of gates with a manually gate at entry and exit of each station as intermediate alternative until the Automatic gates are installed as per the Actual schedule mentioned under section 1.0.5.
6. Below is the timeliness for Minimal AFC patch deployment for priority stations, all other project timeliness would be same as mentioned in clause 1.0.5 in part 2 General specifications page 17.



Minimal AFC Requirements for NMC Bus ticketing.

1. Tentative Go-live dates of Bus ticketing would be Jan 2017.
2. Minimal AFC required for the buses would be ETM's for ticketing, depot computer, MIS for sales and revenue for ticketing.
3. Requirements of ETM would be to issue thermal paper tickets by conductors on selecting the routes/stops/stages inside buses and payment only using Cash.
4. Settlement of cash transactions by conductor at depots through depot computer.
5. All other project timeliness would be same as mentioned in clause 1.0.5 in part 2 General specifications page 17.

Part 2 – Annexure 2

- a. AFC Payment: Following provisional methods of payment shall be accommodated for Issuing QR code tickets, EMV smart cards and Add value/product to EMV CSC:**

Methods of Payment	Selected Banknotes, Coins and Cards In Circulation	Ticket Vending Machines	Web Portal	Ticket Machine	Office
1. Banknotes and Coins					
Banknotes Issued by Reserve Bank of India	Rs.10, Rs.20, Rs.50, Rs.100, and Rs.500	Configurable upto five denominations	N/A	All banknotes and coins in circulation.	
Coins Issued by Reserve Bank of India	N/A	N/A	N/A	All coins in circulation.	
2. Credit , Prepaid and Debit Cards					
Credit Cards Including Magnetic, Chip/Pin, Contactless Varieties.	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/RuPay/ Branded Bank cards	
Prepaid Cards Including Magnetic, Chip/Pin, Contactless Varieties.	MasterCard/VISA/Amex/RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	
Debit Cards Including Magnetic, Chip/ Pin Contactless Varieties.	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	MasterCard/VISA/Amex/ RuPay/ Branded Bank cards	Master/VISA/Amex/ RuPay/ Branded Bank cards	

b. The following provisional change shall be provided to commuters as follows:

Methods of Payment	Selected Banknotes and Coins Acceptance	Selected Banknotes and Coins Changes dispensed	Ticket Vending Machine Change
Banknotes Issued by Reserve Bank of India	Rs.10, Rs.20, Rs.50, Rs.100, Rs.500.	Rs.10, Rs.20 and Rs 50	Configurable upto 3 denomination
Coins Issued by Reserve Bank of India	NA	Rs. 1 Rs.2 and Rs.5	Configurable upto three denomination

Part 2 – Annexure 3

a. Below is the station wise detailed BOQ for Metro.

STATIONS	Number of Entries/Exit	Total Gates	Entry Gate	Exit Gate	Reversible Wide Gate	TOM	TOM perso-printers	TVM's	EFO's	Handhelds	Station Computers
Phase-1 (Priority Stations)											
Airport South	1	6	2	2	2	2	1	1	1	4	1
NEW Airport	1	6	2	2	2	2	1	1	1	4	1
Khapri METRO	1	6	2	2	2	2	1	1	1	4	1
	3	18	6	6	6	6	3	3	3	12	3
R-1 (Airport to Congress Nagar)											
CONGRESS NAGAR	1	12	4	4	4	4	1	1	1	1	1
RAHATE COLONY	1	6	2	2	2	2	1	1	1	1	1
AJNI SQUARE	1	6	2	2	2	2	1	1	1	1	1
CHATRAPATI SQUARE	2	12	4	4	4	4	2	2	2	2	1
JAIPRAKASH NAGAR	2	12	4	4	4	4	2	2	2	2	1
UJWAL NAGAR	2	12	4	4	4	4	2	2	2	2	1
Airport	1	6	2	2	2	2	1	1	1	1	1
	10	66	22	22	22	22	10	10	10	10	7
R-2(Automotive to Kasturchand park)											
AUTOMATIVE SQR	2	12	4	4	4	4	2	2	2	2	1
NARI Road	2	12	4	4	4	4	2	2	2	2	1
INDORA CHOWK	2	12	4	4	4	4	2	2	2	2	1
KADVI CHOWK	1	6	2	2	2	2	1	1	1	1	1
GADDI GODAM SQRE	1	6	2	2	2	2	1	1	1	1	1
KASTURCHAND PARK	1	6	2	2	2	2	1	1	1	1	1

	9	54	18	18	18	18	9	9	9	9	6
R-3 (Lokmanya Nagar to Jhansi Rani)											
JHANSI RANI SQ	1	12	4	4	4	2	1	1	1	1	1
INSTT OF ENGINEER	1	6	2	2	2	2	1	1	1	1	1
Shankar Nagar Square	1	6	2	2	2	2	1	1	1	1	1
LAD CHK	1	6	2	2	2	2	1	1	1	1	1
DPC OF SCIENCE	1	6	2	2	2	2	1	1	1	1	1
SUBHAS NGR	1	6	2	2	2	2	1	1	1	1	1
RACHANA	1	6	2	2	2	2	1	1	1	1	1
VASUDEV NGR	1	6	2	2	2	2	1	1	1	1	1
BANSI NGR	1	6	2	2	2	2	1	1	1	1	1
LOKMANYA NAGAR	2	12	4	4	4	4	2	2	2	2	1
	11	72	24	24	24	22	11	11	11	11	10
R-4 (Prajapati Nagar to Nagpur Railway station)											
PRAJAPATI NGR	1	6	2	2	2	2	1	1	1	1	1
VAISHNO DEVI CHK	1	6	2	2	2	2	1	1	1	1	1
AMBEDKAR CHK	1	6	2	2	2	2	1	1	1	1	1
TEL EXCHANGE	1	6	2	2	2	2	1	1	1	1	1
CHITAR OLI CHK	1	6	2	2	2	2	1	1	1	1	1
AGRASEN CHK /Dosar Vaisya Square	1	6	2	2	2	2	1	1	1	1	1
MAYO HOPITAL	1	6	2	2	2	2	1	1	1	1	1
NAGPUR METRO ST	1	6	2	2	2	6	1	2	2	2	1
	8	48	16	16	16	20	8	9	9	9	8
R-5 (Sitaburdi Interchange)											
ZERO MILE	1	6	2	2	2	2	1	1	1	1	1
SITABURDI (Interchange)	1	12	4	4	4	3	1	1	1	1	1

Sitaburdi	1	12	4	4	4	7	1	2	2	2	1
	3	30	10	10	10	12	3	4	4	4	3
Total	44	288	96	96	96	100	46	46	46	55	37

Part 3– Annexure 1

20. Claims, Disputes and Arbitration

20.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and

	<p>(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.</p> <p>Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision].</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.</p>
<p>20.2 Appointment of the Dispute Board</p>	<p>Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.</p> <p>The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons (“the members”), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the</p>

	<p>Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.</p> <p>If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.</p> <p>However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.</p> <p>The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.</p> <p>The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.</p> <p>If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.</p>
<p>20.3 Failure to Agree on the Composition of the Dispute Board</p>	<p>If any of the following conditions apply, namely:</p> <p>(a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board],</p>

	<p>(b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,</p> <p>(c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or</p> <p>(d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,</p> <p>then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.</p>
<p>20.4 Obtaining Dispute Board's Decision</p>	<p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.</p> <p>For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.</p> <p>Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).</p> <p>Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p> <p>If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving</p>

	<p>such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.</p> <p>In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board’s Decision] and Sub-Clause 20.8 [Expiry of Dispute Board’s Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.</p> <p>If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB’s decision, then the decision shall become final and binding upon both Parties.</p>
<p>20.5 Amicable Settlement</p>	<p>Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.</p>
<p>20.6 Arbitration</p>	<p>Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors,</p> <p>(i) for contracts financed by all participating Banks except under sub-paragraph (a) (2) below: international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules</p>

	<p>(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.</p> <p>The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
<p>20.7 Failure to Comply with Dispute Board's Decision</p>	<p>In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.</p>
<p>20.8 Expiry of Dispute Board's Appointment</p>	<p>If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:</p> <p>(a) Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and</p> <p>(b) the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].</p>

APPENDIX

A General Conditions of Dispute Board Agreement

1. Definitions	Each "Dispute Board Agreement" is a tripartite agreement by and between: (a) the "Employer"; (b) the "Contractor"; and (c) the "Member" who is defined in the Dispute Board Agreement as being: (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members".
	The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.
2. General Provisions	Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates: (a) the Commencement Date defined in the Contract, (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement. This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.
3. Warranties	The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.
	When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is: (a) experienced in the work which the Contractor is to carry out under the Contract, (b) experienced in the interpretation of contract documentation, and

	(c) fluent in the language for communications defined in the Contract.
4. General Obligations of the Member	<p>The Member shall:</p> <ul style="list-style-type: none"> (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement; (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement; (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part; (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any); (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract; (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules; (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement; (h) ensure his/her availability for all site visits and hearings as are necessary; (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file; (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and

	(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).
5. General Obligations of the Employer and the Contractor	The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.
	The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any): <ul style="list-style-type: none"> (a) be appointed as an arbitrator in any arbitration under the Contract; (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.
	The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.
	Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.
6. Payment	The Member shall be paid as follows, in the currency named in the Dispute Board Agreement: <ul style="list-style-type: none"> (a) a retainer fee per calendar month, which shall be considered as payment in full for: <ul style="list-style-type: none"> (i) being available on 28 days' notice for all site visits and hearings; (ii) becoming and remaining conversant with all project developments and maintaining relevant files; (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and (iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.

	<p>The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.</p>
	<p>With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third .This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.</p> <p>(b) a daily fee which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any); (ii) each working day on Site visits, hearings or preparing decisions; and (iii) each day spent reading submissions in preparation for a hearing. <p>(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;</p> <p>(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.</p>
	<p>The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.</p>
	<p>If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.</p>
	<p>The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.</p>
	<p>The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of</p>

	these invoices. The Employer shall then pay the Contractor in accordance with the Contract.
	If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.
	If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.
7. Termination	At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.
	If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.
	If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.
	Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.
8. Default of the Member	If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.
	If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.
9. Disputes	Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of

	Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.
--	---

PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- | | |
|-----|---|
| (a) | act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and |
| (b) | adopt procedures suitable to the dispute, avoiding unnecessary delay or expense. |

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- | | |
|-----|---|
| (a) | establish the procedure to be applied in deciding a dispute, |
| (b) | decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it, |

(c)	conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
(d)	take the initiative in ascertaining the facts and matters required for a decision,
(e)	make use of its own specialist knowledge, if any,
(f)	decide upon the payment of financing charges in accordance with the Contract,
(g)	decide upon any provisional relief such as interim or conservatory measures, and
(h)	open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

(a)	it shall convene in private after a hearing, in order to have discussions and prepare its decision;
(b)	it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
(c)	if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
(i)	either the Employer or the Contractor does not agree that they do so, or
(ii)	the absent Member is the chairman and he/she instructs the other Members not to make a decision.

Part-A Contract Data

Conditions	Sub-Clause	Data
Date by which the DB shall be appointed	20.2	28 days after the Commencement date of dispute.
The DB shall be comprised of	20.2	Three Members
List of potential DB sole members	20.2	Not applicable
Appointment (if not agreed) to be made by	20.3	Chairman of the Institution of Engineers (India) Delhi State Centre.
Rules of arbitration	20.6(a)	<ul style="list-style-type: none"> i. The arbitration rules are "International Chamber of Commerce (ICC) "for foreign contractors and place of arbitration is Dubai or Delhi. ii. For domestic contractors (Companies registered in India), rules of Arbitration are in accordance with the Arbitration and Conciliation act-1996 & its further amendments.

	20.6(b)	Place of Arbitration: Dubai or Delhi
Failure to Comply with Dispute Board's Decision	20.7	This clause is extended to any binding decision from the Dispute Board

Part 3– Annexure 2

Part-A Contract Data

Conditions	Sub-Clause	Data
Date by which the DB shall be appointed	20.2	28 days after the Commencement date of dispute.
The DB shall be comprised of	20.2	Three Members
List of potential DB sole members	20.2	Not applicable
Appointment (if not agreed) to be made by	20.3	Chairman of the Institution of Engineers (India) Delhi State Centre.
Rules of arbitration	20.6(a)	<ul style="list-style-type: none">i. The arbitration rules are “International Chamber of Commerce (ICC) “for foreign contractors and place of arbitration is Dubai or Delhi.ii. For domestic contractors (Companies registered in India), rules of Arbitration are in accordance with the Arbitration and Conciliation act-1996 & its further amendments.
	20.6(b)	Place of Arbitration: Dubai or Delhi
Failure to Comply with Dispute Board’s Decision	20.7	This clause is extended to any binding decision from the Dispute Board