

Reply to Pre-Bid Queries

Gujarat Metro Rail Corporation (GMRC) Limited

Tender NAME: Request for Proposal for Design, Manufacture, Supply, Installation, Testing and Commissioning, Maintenance of NCMC EMV based Automatic Fare Collection System based on PPP Revenue model

Tender NO.: GMRC/S&T/AFC-02/SURAT/PH-1/2022

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
1	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.3. General Description	The intention is to make the system interoperable with other Public Transport Organizations as per NCMC specifications. Within Surat Metro Rail Phase-1 sites also considering future phases, the AFC system shall integrate and synchronize seamlessly with a fare collection of multiple systems.	Please add Account based model specification as well	Bidder is required to match minimum specification mentioned for NCMC. Tender Conditions prevail
2	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.6. General Description	The AFC Contractor shall design, develop and maintain interoperable Smart Card Application and Card Data format along with compliance to the EMV and NCMC specifications by partnering with the relevant payment scheme	Please define the card type:- Debit/Credit/prepaid?	No Change. Please refer to clause 4.1.4 for types of fare media. Tender Conditions prevail
3	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.7. General Description	The AFC Contractor shall supply, develop and technically support the personalization devices, and handle card issuance at Employer stations whereas it shall also additionally operate the personalization devices at their additionally selected points of card issuance.	Please clarify that on personalised device and also kindly clarify on what will be the turn around time of a personalised card ?	This is to be decided during implementation phase and to be proposed by Bidder and approved by employer. Tender Conditions prevail
4	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.8. General Description	The AFC Contractor shall design, develop and maintain the smart card top-Up channels and e-payment services	What type of Top-ups are allowed? Via Cash/online/Portal/Card/mobile	Tender Conditions prevail
5	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.9. General Description	The AFC Contractor shall design, develop and be responsible for the maintenance and management of AFC devices, Central AFC solution.	Please confirm if central AFC solution can be on cloud solution or any other?	Please refer to Addendum -1 S.N- 5
6	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.10. General Description	The AFC Contractor shall design, develop and be responsible for the maintenance and management of smart card host and Central Clearing House System.	Please confirm if the understanding is correct or not: 1-Bank scope will be limited to manage the Issuance, Acquiring , Settlement part, AFC management 2- Please confirm if PTO will share any kind of card related information for their own use in their system or not	1. NO, Tender Conditions prevail 2. NO, Tender Conditions prevail
7	13	CHAPTER-2 2.SCOPE OF WORKS, 2.1.13. General Description	The AFC Contractor shall be responsible for hosting the Central AFC solution at agreed place by Employer but also shall be responsible for deploying a central computer system at the operation control centre respectively in Employer's location as identified by Employer	Please confirm if cloud based solution is allowed or not?	Please refer to Addendum -1 SI.NO 5
8	General	NA	NA	Following durations shall be specified very clearly : 1. DLP Period 2. AMC 3. Latent Defect Rectification Period	Please refer (Page-84) Volume 2 Section-6 PS Clause No 23.4.6. Maintenance and Operation Roles and Responsibility.

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9	General	NA	NA	Following items shall be the scope by the GMRC: 1. Cash Handling 2. Manpower at ticket counters for sale of tickets, card issuance, card top, adjustments, customer support, etc. Please confirm?	1. No Change, Tender Conditions prevail. 2. Please refer (Page-84) Volume 2 Section-6 PS Clause No 23.4.6. Maintenance and Operation Roles and Responsibility: Tender Conditions prevail.
10	General	NA	NA	Please confirm the following: 1. Selected FI will have exclusive rights on the issuance and acceptance of NCMC, Account Based Cards throughout the contract period 2. Existing cards issued by the selected FI will be accepted as well . 3. Co-Branding of cards is not necessary.	1. Please refer Addendum -1 S.No 2 2. If it is NCMC, Tender Conditions prevail. 3. No, It is required, Tender Conditions prevail.
11	General	NA	NA	Regarding QR Code based mobile ticketing: 1. Any scope of the On Boarding of B2C App provider by the FI? If yes, how will it be facilitated: a. By executing a tri-party agreement between GMRC and FI b. Direct on boarding by the selected FI 2. Mobile Application requires frequent updates and attracts new development with time. Is there any capping allowed on the total variation orders ? or in such cases Capex shall be borne by the GMRC?	1. QR implementation is part of AFC contract & bidder to comply provisions. Tender Conditions prevail. 2. Cost towards Mobile Application development and maintenance is upon the bidder up to software DLP period. Tender Conditions prevail.
12	General	NA	NA	Regarding Payment Scheme, please confirm the following: 1. The selected FI will have exclusive rights to use the payment schemes in its own way to meet the desired targets. 2. Any exclusive rights given on any of the issuance, acceptance to any of the payment schemes shall be executed through a tri-party agreement between Selected FI, Selected Payment Scheme and the GMRC.	As per MOHUA & NCMC guidelines. Tender Conditions prevail.
13	General	NA	NA	Regarding Marketing, please confirm the following: 1. Provision of dedicated space for marketing activities under the Metro Premises shall be the scope of GMRC. 2. The space for the marketing can be utilised for marketing of other products as well	1. Yes, for co-branded NCMC card only. Tender Conditions prevail. 2. No, Tender Conditions prevail
14	33	41.2	<u>Liability of GMRC</u> GMRC would be liable for timely payment of the XX% (XX Percent) revenue share of the GMRC's Metro Rail fare collection to the Service Provider till expire of the contract. The XX% 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 GMRC, the transport operator/administrator, and Financial Institution (FI)	NCMC card is an interoperable card and has country wide acceptance across all the payment terminals issued through any bank irrespective of the Acquiring Bank, Issuing Bank or any transport operator. In the view of this, revenue can only be shared with the transport operators that are integrated with the AFC system to be supplied under this contract. And, this sharing shall only be applicable on the usage of NCMC CSC issued by GMRC using the AFC system. Any revenue generated by use of NCMC CSC issued by GMRC beyond this AFC system shall not be applicable. Please Confirm.	Tender Conditions prevail

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15	33	41.3	<p><u>Liability of GMRC</u></p> <p>The investment for AFCS shall be made by the contractor, taking into consideration, the expected commuter base as per DPR of Surat Metro Rail Phase-1 Project and the ridership expected through other modes of public transport, Parking and softer modes of transport in Surat. GMRC may offer to extend the use of such contactless smart cards beyond Surat to cater to larger catchments in the state-level public Transport systems.</p>	<p>Please clarify:</p> <p>Extension of contactless smart cards beyond Surat refers to the implementation of new AFCS for state level public Transport Systems? If yes, will the extension be executed under the same contract ?</p>	<p>This is as per NCMC guidelines as a part of this contract only for media (i.e., Card level). NCMC guidelines shall be required to be followed. Tender Conditions prevail.</p>
16	33	42.1	<p>Roles and Responsibility of Consortium</p> <p>a. Supply, Installation, Testing and Commissioning of open-loop, a contactless smartcard-based, AFC system for Surat Metro and vehicle Parking, etc.</p>	<p>Please clarify:</p> <p>It is stated the system will be implemented not only for the Surat Metro. It will support the other services as well such as vehicle Parking, etc. Therefore, the list of these services shall be shared along with their technical specifications.</p>	<p>Please refer (Page-84) Volume 1 Section-2 BDS : ITB 42. Roles and Responsibilities of Consortium.</p>
17	34	42.1	<p>Roles and Responsibility of Consortium</p> <p>v. Common ownership & access to data acquired through the AFC system.</p>	<p>Ownership of the Card Transaction shall be with SBI only. GMRC shall have ownership and access only to the data populated at the AFC system. However, all the necessary reports and data summary will be shared with the GMRC for the accounting and reconciliation purpose. Please confirm.</p>	<p>Tender Conditions prevail.</p>
18	34	42.1	<p>Roles and Responsibility of Consortium</p> <p>w. Insurance to the complete AFC system as and when it is commissioned and implemented.</p>	<p>Please confirm:</p> <p>Insurance is applicable only on complete warehouses where material will be kept for site installation. However, the safety and security of the equipment shall be the scope of AFC solution provider until their handover to the GMRC.</p>	<p>Yes, the safety, security and insurance of the equipment shall be Roles and Responsibility of Consortium until handover to the GMRC. Tender Conditions prevail.</p>
19	9	1.3.2	AFC Overview	<p>Under Diagram: Station AFC Operations Ticketing Transaction. o Mobile and Web ticketing (QR Codes & NFC Wallet) Regarding NFC Wallet, Is this the ticketing product where customers will use the NFC tech at Automatic Gates to travel ? In this case, Mobile App will activate the NFC interface and deduct the money from the app wallet as per the corresponding fare matrix. Or, it refers to the NFC based Card Emulation of the Cards issued by the Banks? In this case the mobile app will activate the emulated cards through the NFC interface. This emulated card will be treated by the AFC systems as the physical CSC only. However, users should use the smartphone with the NFC interface coupled with the required secure element (semiconductor secure chip). Please confirm</p>	<p>Implementation of specifications to be finalised during Detailed design phase for compliance of Tender Conditions. Tender condition prevail.</p>
20	10	1.3.3	AFC Overview	<p>Under Diagram: Station AFC Operations User Interfaces o Call Center Please provide the detailed requirements related to the call center including the manpower requirements.</p>	<p>This is to be decided during implementation phase and to be proposed by Bidder and approved by employer for compliance of Tender Conditions.</p>

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21	103	6.1.9	Payments Middleware	BIN range management at BackOffice shall be the scope of Acquirer. All the terminals will create the session with the Acquiring host and transaction shall be routed to the same channel.	No Change. Tender Conditions prevail. BIN Range should also be managed at Payments Middleware to route transactions to different banks in future.
22	104	6.1.10	Certificate Management	Certificate Management for cards issued by banks and certificates for payment schemes shall be managed by the Acquiring host only. However, all the equipment level security can be managed by BackOffice at GMRC premises	No Change. Tender Conditions prevail. To be discussed and finalized during design phase based on the proposed security mechanism with the Acquirer host.
23	25.12.8	25.12.8	Software: The Contractors scope of supply as TOK shall, as a minimum, include all software required for the System including: vi) Software Source Code	Application source code can only be supplied for the application exclusively developed under the contract by the AFC Solution provider. Source code of proprietary applications shall not be supplied. Also, GMRC will have rights to use the source code for the maintenance purpose only. Please confirm.	Tender conditions prevail.
24	General	NA	NA	Regarding RAMS Targets (MTTR, MCBF, MTBF, etc.), All the values shall be confirmed by the AFC solution provider. Any impractical value shall be addressed and optimum value shall be proposed by the AFC solution provider.	No Change, Tender Conditions prevail
25	General	NA	NA	Warranties of IT hardware, 10 years of warranty on the IT equipment is not possible. AFC solution provider shall propose the warranty based on the industry scenarios.	No Change, Tender Conditions prevail
26	General	NA	NA	IT hardware Specification, The hardware specification will change in case of virtualisation of servers and design of the application AFC solution provider shall address and propose the same.	No Change, Tender Conditions prevail
27	General	NA	NA	Regarding External Network: 1. Provision Redundant Internet lease lines shall be the scope of GMRC If No, please confirm the period 2. Procurement & Renewal of Website Domain Names and their SSL certificates shall be scope of GMRC If No, please confirm the period	1. No. Please refer (Page No 91) Volume 2 - PS Clause No : 6.1.17 : Data Flow & (Page No 112) Clause No: 7.1.25.Wireless redundancy: Tender conditions prevail. 2. No, Please refer Volume 2 - Employers Requirement - Particular Specification. Clause No : 9.3 : KEY & CERTIFICATE MANAGEMENT Tender conditions prevail.

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28	General	NA	NA	Regarding Mobile App: 1. All the services of Cloud Service Provider for hosting the Mobile App Server shall be the scope of GMRC. If No, please confirm the period 2. Provision of external services such as Google Maps, Payment Gateways, Apple App Store Service, Google Play Store Service, SMS services, etc. shall be scope of GMRC	1. No, Tender Conditions prevail. 2. No, Tender Conditions prevail.
29	13	Introduction and General Instructions	Gujarat Metro Rail Corporation Limited also plans to extend its services to offer contactless smartcard-based ,ticketing system to other mode of transport, etc. in Surat and can potentially extend to other transit agencies like ,cabs/autos also. AFC system could be extended to Private Bus operators based on their voluntary adoption of the proposed AFC system	What are the timelines for extension of smart card based ticketing system to other transit agencies, how many service stations are expected to be covered w.r.t metro rail ticketing and other transport systems? This information is required for scoping purpose and to estimate- count of AFC gates, Ticket operation machines, POS terminals and other infrastructure	Clause is self-explanatory Please refer Volume 2 - PS- APPENDIX-2-Schedule of Access Dates and Key dates. Tender Conditions prevail.
30	33	Roles and Responsibilities of Consortium	Supply, Installation, Testing and Commissioning of open-loop, a contactless smartcard-based, AFC system for Surat Metro and vehicle Parking, etc.	We understand that the issuance of NCMC cards by the Bank will be exclusive for the entire Contract Period.	Please Refer addendum 1 S.No 2
31	34	Roles and Responsibilities of Consortium	Setup of online card top-up/ renewal, customer account management, and customer support with payment gateway and authentication services as per RBI requirements.	GMRC to publish payment terms on their website for customer information.	Yes, This is generally done through web link navigation to Bank Websites. Bidder to comply corresponding provisions. Tender Conditions prevail.
32	34	Roles and Responsibilities of Consortium	Integration of mobile application with Surat Smart City initiative	The integration would be limited to Transit payments.	NCMC guidelines shall be followed . Tender Conditions prevail.
33	34	Roles and Responsibilities of Consortium	Statutory clearance from RBI and NPCI as and when required.	As this would be an open system it would be ideal to allow the Financial institution to choose on the mix of payment scheme cards (Visa/Mastercard/Rupay) to be issued as per NCMC/ equivalent guidelines at as other cards schemes needs to be accepted as well. The clause applies to all payment schemes which are compliant and certified by NCMC specifications, in alignment with MoHUA's directions 4 Pg. No. 38 Customer Service SLA Issuance of card to customer at PTO premises post receipt of application from the customer >3 minutes a. As there will be multiple parties	Tender Conditions prevail.
34	34	Roles and Responsibilities of Consortium	Training and transfer of knowledge to GMRC after implementation of the system is complete.	Training will be provided on premise at only one location/address within seven days from date of go live	Tender Conditions prevail.
35	34	Roles and Responsibilities of Consortium	MIS and Reporting	This will be available over portal	Tender Conditions prevail.
36	34	Roles and Responsibilities of Consortium	Access to GMRC or GMRC appointed the third party for revenue audit and fare collection on other PT systems	This will be possible over portal. How many users are required to be given access	Tender Conditions prevail.

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37	33	41.2 Liability of GMRC .	GMRC would be liable for timely payment of the XX% (XX Percent) revenue share of the GMRC's Metro Rail fare collection to the Service Provider till expire of the contract. The XX% 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 GMRC, the transport operator/administrator, and Financial Institution (FI)	We request to include both the Card Issuance Fees, Card top up fee through various channels as part of the revenue source to the Bank.	Please refer PCC additional Clause PC-12
38	17	2.2.3	The AFC system shall meet the Surat Metro Rail requirement for handling at least 80 stations (expandable further up to 256 stations but not to be limited by any configuration parameter)	Is the BOQ mentioned in Appendix-14 to be considered for hardware requirements or is this clause to be considered even for hardware and in that case what would be a tentative BOQ for 80 stations?	Please refer Addendum 1 S.No 3
39	32,39	2	Liability of consortium members	FI is liable to pay the declared (<<%>>) of Non-fare box revenue accrued by FI on GMRC program.	Please refer (Page No 40) Volume 1 Section-2 BDS : ITB 39. Tender Conditions prevail.
40	4	Part A : Contract Data Conditions : Contract price- 14.1 (a)	The Employer agrees to pay the Contractor 04% (Four percent) of the value of all ticketing revenues collected during the Revenue Service Period as the Contract Price till expire of the contract.	We request to consider our demand to Pay MDR of 0.90 % over and above 4% revenue sharing.	Tender Conditions prevail.
41		Volume-1 Page 48 Evaluation Factors 2. Financial Evaluation	The bidder should quote the annual royalty payable to GMRC over the 10 year contract period	We recommend to change the Financial Evaluation from Royalty based evaluation to percentage based evaluation where the Applicant will quote in percentage of revenue.	Tender Conditions prevail.
42		Additional Business for Bank		Request you to please confirm on the quantum of any additional business for the Financial Institution like the the number of accounts, value of accounts, etc.	Please refer Addendum 1 S.No 21
43		GC Sub clause 4.1 Page 12 Volume 3	FI shall collect the cash or may appoint an agency to collect the cash	We recommend GMRC directly deposits the cash into their prefund account instead of collection by the FI	Tender Conditions prevail.
44		Service Levels Page 55 Volume 3	Non-availability of issuance and acceptance infrastructure For more than 15 minutes peak hours and for more than 45 minutes non-peak hours	Reduce the penalty amount from INR 1 lakh per hour per station to INR 1 lakh per hour.	Tender Conditions prevail.
45		Service Levels Page 55 Volume 3	Delay from the schedule date in 'days' for transfer of payments by Contractor to Employer towards collection of Fare Box Revenue, payment of Annual Premium and Non-Fare Box Revenue Levy of interest at annual rate of 24%	Levy of interest at annual rate of 12%	Tender Conditions prevail.

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46			As we already have an existing card in Surat under the name of Surat money card, can the same card can be used under inter-operability for the Surat metro project	Request to allow a single card with the co-branding of all the three parties. i.e. ICICI, SMC and GMRC.	Please refer (Page No-7) Volume 3 - Section 8 - PCC ; Part B - Specific Provisions ; Clause 1.1.6 Other Definitions. Co-branded GMRC NCMC is requirement. Tender Conditions prevail.
47			Will the Consortium be paid for the other modes of Ticketing apart from the card? i.e. will the share of revenue be paid for QR ticketing or mobile based ticketing		Please refer (Page No-5); Volume 3 - Section 8 - PCC ; Part A - Contract Data; Conditions : Contract Price 14.1 (a) . Tender Conditions prevail.
48			Please confirm on the period of exclusivity for the FI as an issuer. Will it be 10 years from award or 10 years from last station launch?		Please refer to Addendum -1 S.No 2
49		ITB 41. Liability of GMRC (Volume 1, Section D Submission and opening of BIDS on page # 40)	GMRC would be liable for timely payment of the 04% (Four Percent) revenue share of the GMRC's Metro Rail fare collection to the Service Provider till expire of the contract. The 04% revenue share is all-inclusive except GST/Applicable taxes 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 GMRC, the transport operator/administrator, and Financial Institution (FI)	1) Considering the investment amount, scope, ridership and ticketing volume the revenue share for GMRC fare collection to service provider should not be limited to 4% and request to allow Bidders to quote numbers while bidding. 2) Banks should be allowed to charge Issuance fees, Replacement fee, Top up Fee along with Annual fee as there are costs that Bank had to incur to produce cards. The fees should be allowed to be finalized by the Banks. 3) What are this other modes of transport expected here.	1. Tender Conditions prevail. 2. Please refer to Addendum -1 S.No 23 3. Please refer (Page No 13) Volume 1-NIT - Introduction and General Instructions Clause No (ix). Tender conditions prevail
50		ITB 42. Roles and Responsibilities of Consortium (Volume 1, Section D Submission and opening of BIDS on page # 41)	42.1 Roles and Responsibility of Consortium l. Surat Metro Rail Fare Revenues settlement with GMRC and other Public Transit (PT) system revenues with respective operators. m. General Public Transactions revenue share settlement with GMRC.	1) What would be the TAT of settlement with GMRC and other PT 2) What does General Public Transactions revenue means and what would be it's settlement TAT. Will it's revenue also shared with FI.	Please refer (Page No 31) Volume 3 - Section 8 - PCC ; Part B - Specific Provisions ; Sub Clause 14.7 payments.
51		4.2. DESCRIPTION OF FARE PRODUCTS (Volume 2, Page # 36)	4.2.6. Operating Day:	Would request if details on Cash management services are shared. Who's responsibility it would be to pick up cash collected in day and from which all locations. Who will be bearing the cost of Cash management services.	Please refer (Page No 10) Voume-3 Section 8- PCC -Part-B-Specific Provisions: GC Subclause 2.3 Employer's Personnel. Tender Conditions prevail. FI/Bidder will be bearing the cost of Cash management services. Tender Conditions prevail.

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52		TICKET VENDING MACHINE (TVM) (Volume 2, Section 5.4 on page # 49)	5.4.6.2. Credit/Debit cards:	<p>1) Would request to confirm the count of POS terminals that would be required for accepting Credit and Debit cards transaction</p> <p>2) Would request allow bank to charge POS rental and MDR charges applicable on Debit, Credit cards, Net banking as per RBI guidelines.</p>	<p>1. Generally One POS terminal per TOM is deployed however, same shall be finalized during detailed design phase. Tender Conditions prevail.</p> <p>2. This arrangement is in-between FI & AFCS. Charges included in revenue sharing of 4% as per contract data clause 14.1. Tender Conditions prevail.</p>
53		2.2. Scope of Work (Volume 2, on page # 15)	2.2.2.1. Procurement, Personalization and Issuance of contactless NCMC EMV smart cards & other fare media for Employer ticketing and payment for goods and services outside Employer transit in line with the National Common mobility card Specifications.	<p>1) Please confirm if the selected FI bidder will be given exclusivity for issuance throughout the contract period.</p> <p>2) Does this clause mean Surat Money card which is issued by ICICI to be allowed for issuance from Surat Metro stations.</p>	<p>1. Refer addendum-1 : S N-2</p> <p>2. NO, It is GMRC co-branded NCMC to be issued by the bidder. Tender Conditions prevail.</p>
54		2.2. Scope of Work (Volume 2, on page # 15)	2.2.2.2. AFC contractor shall provide certified Rupay & EMV kernels for the readers/terminal integration and also issue the certified NCMC EMV cards.	Does this mean only Rupay cards can be allowed to issue cards or any payment scheme / network for card issuance will be at the discretion of bank	Cards and payment scheme is to be adopted as per NCMC Specifications and Guidelines. Tender Conditions prevail.
55		2.2. Scope of Work (Volume 2, on page # 16)	2.2.4. The system shall support interoperability for NCMC EMV CSC with different operators using the open standard national common mobility specifications and MoHUA guidelines.	<p>1) Would request if the selected FI Bidder is given the exclusivity for minimum 3 years before the interoperability is allowed.</p> <p>2) Does this clause mean Surat Money card issued by ICICI would be accepted for ticketing on Surat Metro stations.</p> <p>3) Will the NCMC card of selected FI Bidder which shall be issued at Surat Metro will be accepted for payments at Surat BRTS managed by ICICI Bank</p>	<p>1. Refer addendum-1 S.N:2</p> <p>2. Yes, If it is NCMC.</p> <p>3. If agreed by BRTS.</p>
56		A. Issuance of QR Ticket (Volume 2, on page # 33)	IV. For 3rd party website/mobile app integration, TG or webserver shall manage standard API's.	Would request if any one time and recurrent charges that would be required to be incurred for 3 rd party integrations (like google maps, WhatsApp, etc.) with the Mobile app to be borne by Surat Metro.	NO, It is to be borne by Successful Bidder during complete DLP period.
57		8.4. EMPLOYER'S FI EXTENDED BANKING REQUIREMENTS (Volume 2, on page # 122)	FI shall provide the corporate banking services for the contract period and Employer shall manage all funds for the metro operations through this corporate account.	Would request to specify what all banking services (Salary account, Small and Large value Fixed deposit, LC, current accounts, etc) will be provided to selected FI bidder and it would be the timeline by when all this would be moved to selected bidder FI. Also what would be the count of each services to be provided to the bank.	1. Refer addendum-1 S.N:21
58		8.4. EMPLOYER'S FI EXTENDED BANKING REQUIREMENTS (Volume 2, on page # 122)	Two Number NCMC branding poster or standees (4X3 feet) per station at Ticket office area.	<p>1) Would request if the allotted space is increased further more.</p> <p>2) Would request if selected FI bidder is allotted space on each station as well for its branding of other products and also space to perform promotional activities.</p>	<p>1. Tender Conditions prevail.</p> <p>2. Refer addendum-1 S.N:21</p>

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59			Other general queries	1) What would be the average ticket size? 2) What is the daily ridership accepted per year? 3) What would be the Go Live/Revenue Operations Date? 4) How many numbers of stations will be there for both corridor 1 and 2. 5) Will there be any marketing costs to be incurred by selected FI Bidder.	1. May have its own assessment from other working Metros. 2. Please refer DPR of Surat Metro . 3. Refer addendum-1 S.N:1 4. Please refer GMRC website. 5. Depends upon the selected bidder, bidder to take call.
60	45, Vol 1	Evaluation factors	The Prime Bidder should be a Bank/payment scheme in India which is included in the second schedule of the Reserve Bank of India (RBI) Act, 1934.	We understand that Prime bidder should be a bank. What is the understanding of payment scheme in the said statement?	Payment scheme as per NCMC Guidelines. Tender Conditions prevail
61	45, Vol 1	Evaluation factors	FI should have the experience of co-branding card services with other organizations/institutions?	The FI strength is evaluated with the card in-force(CIF) and we recommend that clause should be modified as " FI should have issued 1 Million + cards in digital/physical form by March 2022. This will enhance participation of more banks.	Refer addendum-1 SN-9 & 13
62	45, Vol 1	Evaluation factors	The FI should have the experience of deploying & managing EMV based smart card system	To allow new age banks for better participation the clause should be relaxed and revised as the FI/Consortium partner should have the experience of deploying & managing EMV based smart card system."	Refer addendum-1 SN-10 & 14
63	46, Vol 1	Evaluation factors	AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:- (a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore Or (b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore Or (c) Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore Note: Experience specified above that should be satisfactorily and substantially completed (at least 80%) as a prime contractor, joint-venture member or Sub-Contractor during last seven (7) years ending last day of month previous to the one in which bids are invited.	Request you to please allow the experience of ongoing PPP metro projects where Go-Live is achieved with more than 5 stations at the time of bid submission.	Refer addendum-1 SN-15 & 18
64	46, Vol 1	Evaluation factors	AFC provider should have experience of implementation on multiple modes of transport accepting EMV contactless cards in Metro/LRT/Mono Rail/ Suburban rail and buses. The system should have been in satisfactory operation for at least 01 years. The applicant should submit the client certificate in support of the credential. Work executed in last 07 years as on last day of month previous to the one in which bids are invited will be considered for eligibility criteria.	Our understanding of the clause is that bidder can submit experience of working in multiple mode of transport such as --- as AFC player in various projects and thus bidder can submit experience of different projects. Is that understanding correct?	Clause is self explanatory, Tender Conditions prevail.
65	47, Vol 1	Evaluation factors - AFC Provider	Annual Average Turnover* Minimum average annual turnover equivalent to Rs 45 crores* calculated within the last Three financial years ending 31st March 2021.	To promote and encourage MSME homegrown start ups initiatives as per the vision of Government of India. Request you to reduce the annual average turnover criteria to below 20 crores for MSME companies for last three financial years ending 31st March 2021	Refer addendum-1 SN-16 & 19

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66	47, Vol 1	Evaluation factors - SI	Minimum average annual turnover equivalent to Rs 45 crores* calculated within the last Three financial years ending 31st March 2021.	As the clause is for other member than FI & AFC provider. Many new age start-ups with less turnover will be interested for this project, it is requested to relax this clause and revised turnover for third partner should be relaxed to below 20 Crores for last three financial years ending 31st March 2021	Refer addendum-1 SN-17 & 20
67	8, Vol 1	Foot Note	*As per MSME Act 2012 and amendment thereof, the civil firm registered under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate as on the date of Tender submission.	Pls clarify, will there be no Tender fees applicable in case a MSME company is part of the consortium.	Clause is self explanatory, Tender Conditions prevail.
68	51, Vol 3	Delay Damages	All L.D is put together is subjected to a maximum of 75% of Total Performance security amount.	The L.D is put together is subjected to a maximum of 10% of Total Performance security amount.	Tender Conditions prevail.
69	179, Particular Specifications Vol 2	Design process	Capability to process Contactless Smartcards, EMC Cards, other Transport Fare Media, Contactless Smart Tokens. etc.	Please clarify, what are these EMC cards and are contactless smart tokens are part of the scope.	Refer addendum-1 S.N:4
70	16, Particular Specifications Vol 2	2.2.1.8	Account based ticketing (ABT) will be implemented in such a manner that, Employer will inform AFC Contractor regarding the activation of account based ticketing (ABT) in 2-month advance. However, ABT shall be activated after 4 years of AFC system in revenue operation or on a mutually agreed date, if required earlier.	This means that the ABT will not be part of immediate scope but will be activated later on a mutually agreed date. The formalities & implementation for activation of ABT can be done in a delayed manner. Is that understanding correct?	Clause is self explanatory, Tender Conditions prevail.
71	55, PCC-Vol 3	SERVICE LEVELS	a. INR 1 Lakh per day per station b. Additional INR 50,000 per day per station for every additional 15 minutes cumulative during Peak Hours for gates in a station	The Penalties proposed are very high for maintenance of service Levels. Request you reduce the per event penalty and cap it to INR 10,000 per day per station. Additional charges to be capped at INR 1000 for every additional 15 minutes cumulative during peak hours for gates in station.. Also please clarify, will there be separate penalty rates for non-performance in non peak hours?	Tender Conditions prevail.
72	311, PS Vol 2	Fare Media & Fare Products	Personal details to be collected during top- up of this pass, random checks, penalty / surcharge for misuse and Concession lamp indication for discounted fare.	Various passes mentioned in the RFP will be issued on the personalized cards only. The personalized cards will only be issued by the Prime bidder bank only from the stations and other designated locations. Also will there be exclusivity for issuance of NCMC cards for the bidder bank on the stations, Is that understanding correct?	Please refer addendum-1 S.N:2
73	45, Vol 1	Evaluation factors	FI should have the experience of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs, IVR, SMS, UPI etc.	Most of the transactions in the transit world are happening in digital mode and even the government is not encouraging the cash transaction. There are banks who are keen in participating in such tenders and ready to invest in PPP project, however they do not have physical ATM's deployed since their objective is going online and digital. Request you to kindly allow such Banks to participate by relaxing the ATM criteria only.	Please refer addendum-1 S.N:8 & 12
74	4, PCC Vol3	Revenue Security	In addition to performance security, the contractor shall submit the Revenue Security in the form of a Bank Guarantees (BG) of INR 4 (four) Crores to GMRC.	The revenue security should be reduced or equivalent to the daily revenue projections.	Tender Conditions prevail
75	9, Vol 1	Tender Submission	Envelope – 2: Technical Bid (Original + 1 Copy + Scanned copy of Technical Bid in CD/Pen Drive) in physical form and also to be uploaded online on n-procure portal	Request you to keep either physical submission or online submission through procurement portal. In case of online portal submission, physical documents of the successful bidder can be submitted at the time of award.	Tender Conditions prevail

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
76	7, Vol 1	LAST DATE AND TIME FOR RECIEPT OF E- TENDER	Date of Submission : 04-04-2022	Request you to extend the last date of submission by 1 month i.e. from 4-04-2022 to 04-05-2022 for the sake of ease of bidding as the prospective bidder shall form consortiums and documentation will take time.	Please refer addendum-1 S.N:25
77	12, Vol 1	Introduction & General instructions Selection of Bidder	Prime bidder, as part of its technical proposal, is allowed to propose up to Maximum 3 (three) entities as options for the role of AFC provider in the consortium subject to the following conditions: Only one entity shall be eventually selected for the role of AFC provider in the Bidder's consortium for the signing of the contract with GMRC upon selection	All metro projects in the past tendered on PPP projects have allowed to form a single consortium with One FI, One AFC and One SI model. This allows consortiums to be decisive and competitive. In current model, the AFC solution providers are not sure of participation as the banks will keep them stranded till last moment. Also FI will go for a lowest quote AFC provider without referring to its past delivery performance, which can effect the project implementation. Thus it will create a lot of uncertainty for the Metro authorities as well. Hence it is requested to only allow pre-decided consortium with fixed members having a consortium agreement at the time of bidding. Also this clause is contradictory to clause 38.2 vol-1 mentioned on page-31.	Tender Conditions prevail
78	31, Vol 1	38.2	A participant firm should be part of only one consortium responding to the RFP.	As per this clause only one AFC provider should be part of one bidding consortium which is contradictory to introduction and general instructions mentioned on page 12 vol-1	Please refer (Page No 31) Volume 1 Section-1 : ITB Clause No 38. Tender Conditions prevail
79	31, Vol 1	38.4	Joint Bidding Agreement of the consortium members should mention their exclusive association for this RFP and joint responsibility for the respective scope. The roles and responsibilities of each consortium member must also be spelled out in the Joint Bidding Agreement	There could not be a final joint bidding agreement to be submitted as part of the bid as this clause is contradictory to the clause mentioned under Introduction and general instructions where FI is allowed to propose up to Maximum 3 (three) entities as options for the role of AFC provider. This could be reason for disqualification as a single AFC provider can propose its solution to multiple FIs.	Tender Conditions prevail
80	32, Vol 1	39.1	FI is liable to pay the declared percentage (<<%>>) of Non-Fare Box Revenue accrued by FI on the GMRC program	Please elaborate on the percentage to be shared with GMRC.	Please refer (Page No 40) Volume 1 Section-2 BDS : ITB 39. Tender Conditions prevail.
81	14, Particular Specification Vol 2	2.1.13, Chapter 2	The AFC Contractor shall be responsible for hosting the Central AFC solution at agreed place by Employer but also shall be responsible for deploying a central computer system at the operation control centre respectively in Employer's location as identified by Employer.	Please clarify if the OCC/ AFCS Backoffice can be hosted on cloud.	Please refer to Addendum 1 SN 5
82	7, PCC Vol 3	1.1.3	Revenue Service Period (Additional para): "Revenue Service Period" means the period from the date of opening of first station (in terms of date of completion) of the Six Sections i.e. 38 stations for fare/revenue services. Revenue service Period shall continue for a period of 10 (ten) years from date of opening (or commissioning) of last metro station "	As per this clause the Revenue sharing between GMRC and the bidder shall start at the time of Go-Live of 1st Station and the contract period of 10 years shall start from the Go-Live of last station. Is that understanding Correct?	Clause is self explanatory, Tender Conditions prevail.
83	144, PS 2 Vol 2	8.4.1	Two Number NCMC branding poster or standees (4X3 feet) per station at Ticket office	Request you to allow space on consumables (paper QR) and assets deployed (Gates, TOM, EFO, etc) for promotional and advertisement activities. Also Advertisement rights to include the Standees, Kiosks space on floor of the concourse, Train wraps, Jingles right inside the train, Vertical spaces on walls on concourse for advertisement hoardings	Refer addendum-1 S.N:21
84	Additional	Query	Settlement	For all other PPP projects bank settles	Query is not clear.
85	61, PS Vol 2	APPENDIX 5	APPENDIX 5- Accommodation for Employer's Representative	Request you to review the requirements mentioned under Appendix 5 and kindly modify the requirements as it will escalate the cost expenses for the bidder	Tender Conditions prevail.

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
86	64, PS Vol 2	APPENDIX 6	APPENDIX 6-Transport for the Employer and Engineers	Request you to review the requirements mentioned under Appendix 6 and kindly modify the requirements as it will escalate the cost expenses for the bidder	Refer addendum-1 S.N-6
87	Vol 1	Revenue Sharing	Revenue Share at 4%	Considering the global chip shortage and escalation of prices on hardware it is becoming extremely impossible and unviable to accommodate the entire project cost in the 4% revenue share that is being offered. Requesting GMRC to increase the revenue share to be increased to accommodate all the cost and the current escalations	Tender Conditions prevail.
88	PCC Vol	Consumables	Consumables	If consumables are to be provided by the bidder then it creates a lot of burden to accommodate in the only 4 % revenue share that the bidder is supposed to get. It is becoming unviable as consumables constitutes to a large chunk of the 4% revenue. Hence request you to kindly remove supply of consumables from bidders scope	Tender Conditions prevail.
89		1. AFC Surat Metro_Vol-1, Page no: 46 / 105, Table: Eligibility Criteria for AFC Provider, Point No 3	<p>3.1) AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:-</p> <p>(a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore</p> <p>Or</p> <p>(b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore</p> <p>Or</p> <p>(c) Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore</p> <p>Note: Experience specified above that should be satisfactorily and substantially completed (at least 80%) as a prime contractor, joint-venture member or Sub-Contractor during last seven (7) years ending last day of month previous to the one in which bids are invited.</p> <p>3.2) AFC provider should have experience of implementation on multiple modes of transport accepting EMV contactless cards in Metro/LRT/Mono Rail/ Suburban rail and buses. The system should have been in satisfactory operation for at least 01 years. The applicant should submit the client certificate in support of the credential. Work executed in last 07 years as on last day of month previous to the one in which bids are invited will be considered for eligibility criteria.</p>	<p>The said criteria restricting the bidder(s) who have vast experience as an AFCS solution provider who have successfully implemented solution for City Bus which is more complex system implementation. Hence we request to give relaxation and amend the said clause as follow:</p> <p>"3.1) AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS / City Bus as following:-</p> <p>(a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore or 400 City Bus</p> <p>Or</p> <p>(b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore or 200 City Bus</p> <p>Or</p> <p>(c) Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore or 100 City Bus</p> <p>Note: Experience specified above that should be satisfactorily and substantially completed (at least 80%) as a prime contractor, joint-venture member or Sub-Contractor during last seven (7) years ending last day of month previous to the one in which bids are invited.</p> <p>3.2) AFC provider should have experience of implementation on multiple modes of transport accepting EMV contactless cards in Metro/LRT/Mono Rail/ Suburban rail and City / BRT buses. The system should have been in satisfactory operation for at least 01 years. The applicant should submit the client certificate in support of the credential. Work executed in last 07 years as on last day of month previous to the one in which bids are invited will be considered for eligibility criteria.</p>	Refer addendum-1 SN-15 & 18

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
90		1.AFC Surat Metro_GCC-Vol-3 (Page No 42) 11.4 Failure to remedy defects	If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;	Since the contractor is already liable for Liquidated Damages and Indemnities, which will cover the majority of the concern, the highlighted part shall be omitted taking into consideration that the same is additional cost on the contractor. We are recommending the authorities to amend the clause as follows: If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;	Tender Conditions prevail.
91		1. AFC Surat Metro_GCC- Vol-3 (page 59) 15.5 Employer's entitlement for termination for convenience	The Employer shall be entitled to terminate the Contract, at any time for Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].	Contractor is investing a huge amount in the project and termination of convenience shall impact the cashflow of the contract hence we recommend to delete clause 15.5 entirely	Tender Conditions prevail.
92		1.AFC Surat Metro_GCC-Vol-3 (Page No 62) 17.1 Indemnity	The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.	Contractor shall be made to indemnify against any damages or losses which are caused directly by him during the performance of the contract and the contractor shall not be made liable to indemnify any losses which are attributed to third party. Thus we recommend to amend the clause as follow: The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and any third party (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them or any third party	Tender Conditions prevail.
93		1.AFC Surat Metro_GCC-Vol-3 (Page No 63) 17.5 Intellectual and Industrial Property Rights	Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.	This clause shall be removed on the ground that it imposes compulsion and furthermore it may sometime not be practically possible to adhere to the timelines, such occurrence will disable parties from potential indemnification. Requesting authorities to understand the practical concern of this clause and be pleased to remove the same or may be altered for suitable mutual interest of both parties.	Tender Conditions prevail.

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
94		1.AFC Surat Metro_GCC-Vol-3 (Page No 64) 17.6 Limitation of liability	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party	we recommend that the total liability of the contractor under this project shall not exceed 20% of contract value and recommend to modify the clause as under: The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the 20% of Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party	Tender Conditions prevail.
95		Chapter – 5 5. AFC STATION EQUIPMENT 5.2. Automatic Gate: 5.2.3. Dimensions, Spacing and Performance 5.4.13. Minimum specifications of Ticket Vending Machine: a) TVM sales and reload performances 5.5.9.5. TOM Performance 5.7.13. Minimum specifications of RCTM: a) RCTM performance 5.8.19.TR Performance as minimum shall be as required:	Contactless Reader performance Reading/writing maximum distance: 100 MM Transaction time 500-600 ms	As per the EMV specifications There is no test standard for the reading distance that specifies the procedure in detail. Ultimately, there are many dependencies, starting with the chip type of the card to the antenna size in the card (full size, half size, etc). That's the reason why we can't specify the reading distance. EMV certified readers fully complies to all the analog tests carried out during certification procedure including field strength and receiving sensitivity in the EMVCo defined reading areas. Suggestion Change to: AS per EMV specification/ certified readers.	Tender Conditions prevail
96		Security for Gates/ TO	5.3.2. Compliant with all PCI norms.	The current security compliance for EMV based hardware is PCI PTS 5.1 SRED.	Tender Conditions prevail
97		Section 5.4.13 , Banknote Module – General Specification ,Page 53	Minimum per Recycler Cassette Capacity – 50 notes.	1) Kindly consider the request to revise it to Minimum Per Recycler Cassette capacity as 30 Notes 2) Can we club two recycler modules in two different Recycler Cassette to achieve this minimum capacity number of 50 notes ?	50 notes per denomination to be processed methodology to be decide during implementation phase.

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
98	11	Volume 2 Particular Specification	1.3.3 c. Level-2: Central Computer System of AFC The Central Computer System of AFC is the minimal AFC ecosystem hosted locally in OCC infrastructure. It shall function as a managing the Equipment's, Alarms/Alerts management and QR codes validations. OCC workstations resides at the OCC shall be controlling and managing the AFC facilities at the central level and MIS.	Can the Central System be hosted on cloud instead of locally in OCC infrastructure. Since Surat Metro is PP model, the infrastructure can be scaled in cloud based on ridership increments. The hosting on cloud also reduces capex investment on IT infrastructure.	Refer addendum-1 S.N-5
99	15	Volume 2 Particular Specification	2.2.1.10. Station Computer to supports all NCMC, Account Based Ticketing (ABT), Paper QR ticket, Mobile QR, Web QR ticket and NFC Media.	Request to remove requirement of station computer as station computer is not required for Account Based Ticketing. Because of PCI compliance requirements, only the payment layer at central system is PCI certified and can store, transmit or process card data. We propose centralized architecture where devices connect with back office directly.	Tender Conditions prevail
100	46	Volume 1 Notice Inviting Tender	Section 3: Eligibility and Evaluation Criteria Table: Eligibility Criteria for AFC Provider, S No - 3 AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS	Can an Indian Subsidiary (Wholly owned by Foreign Org) use the experience and credentials of it's parent company?	Please refer (Page No.31 Volume -1 Section- 2 BDS;ITB 38. Tender Conditions prevail.
101	32	Volume 1 Notice Inviting Tender	Section 1. Instruction to Bidder, Clause 39 b) FI is liable to pay the declared percentage (<<%>>) of Non-Fare Box Revenue accrued by FI on the GMRC program	Will GMRC decide on the % referred or it's asked to the bidders to propose the figure?	Please refer (Page No 40) Volume 1 Section-2 BDS : ITB 39. Tender Conditions prevail.
102	84	Volume 2 Particular Specification	Chapter 6.1 - Central AFC Back-office System	Will GMRC allow Bidders to propose alternate/innovative architecture as solution to the system?	This shall be decided during Technical evaluation stage vis-à-vis tender conditions. Tender Conditions prevail.
103	46	Volume 1 Notice Inviting Tender	Section 3: Eligibility and Evaluation Criteria Table: Eligibility Criteria for AFC Provider, S No - 3 AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS	Can AFC Provider can be a sub-contractor to the FI (Financial Institute)	No. Tender Conditions prevail
104	251	Volume 2 Particular Specification	Appendix-14- Indicative BOQ for Surat Metro Phase-I	on the indicative BOQ, will GMRC accepts changes not only to the quantity but also equipment listed as per the final agreed design?	No. Tender Conditions prevail
105	NA	General Query	General	Can GMRC confirm minimum ridership numbers for Surat Metro proposed lines under this Tender?	Please refer Surat Metro DPR .
106		Vol-1- Page-12 Introduction and General Instructions	Prime bidder, as part of its technical proposal, is allowed to propose up to Maximum 3 (three) entities as options for the role of AFC provider in the consortium subject to the following conditions: i. Only one entity shall be eventually selected for the role of AFC provider in the Bidder's consortium for the signing of the contract with GMRC upon selection	As we understand Bank is allowed to proposed 3 AFC provider, the same way AFC Provider can also work with 3 banks. Kindly confirm.	Please refer (Page No 31) Volume 1 Section-1 : ITB Clause No 38. Tender Conditions prevail
107	46, Vol 1	Evaluation factors	AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:- (a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore Or (b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore Or (c) Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore	Request you to please allow the experience of ongoing PPP metro projects where Go-Live is achieved with more than 5 stations at the time of bid submission.	Refer addendum-1 SN-15 & 18

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
			Note: Experience specified above that should be satisfactorily and substantially completed (at least 80%) as a prime contractor, joint-venture member or Sub-Contractor during last seven (7) years ending last day of month previous to the one in which bids are invited.		
108	46, Vol 1	Evaluation factors	AFC provider should have experience of implementation on multiple modes of transport accepting EMV contactless cards in Metro/LRT/Mono Rail/ Suburban rail and buses. The system should have been in satisfactory operation for at least 01 years. The applicant should submit the client certificate in support of the credential. Work executed in last 07 years as on last day of month previous to the one in which bids are invited will be considered for eligibility criteria.	Our understanding of the clause is that bidder can submit experience of working in multiple mode of transport such as AFC player in various projects and thus bidder can submit experience of different projects. Please confirm whether our understanding is correct?	Please refer (Page No 46) Volume 1, Section 3: Eligibility & Evaluation Criteria - Evaluation Factors Table-Eligibility Criteria for AFC Provider Tender Conditions prevail.
109	47, Vol 1	Evaluation factors - AFC Provider	Annual Average Turnover* Minimum average annual turnover equivalent to Rs 45 crores* calculated within the last Three financial years ending 31st March 2021.	To promote and encourage MSME homegrown start ups initiatives as per the vision of Government of India. Request you to reduce the annual average turnover criteria to below 20 crores for MSME companies for last three financial years ending 31st March 2021.	Refer addendum-1 SN-16 & 19
110		Volume 1- Clause 16, Page No. 23	16.1 The Bidder shall furnish as part of its bid, bid security, in the amount and currency specified in the BDS. The bid security deposit can be a bank guarantee from any bank in India except the prime bidder of the consortium. Bid Security from any Scheduled Commercial Bank based in India is acceptable as bid security.	Request you to please allow the Bank guarantee from the participating bank as well. Bank guarantees are standard instrument mandated and governed by RBI. Issuing bank has to certainly follow its regulations and are bound to comply to same. Further it unnecessarily increase the cost of Bidding and overheads for the bidder. Therefore, Request you to please allow this relaxation in view of smoother participation	Tender Conditions prevail.
111		Volume 1, Section D Submission and opening of BIDS on page # 40	GMRC would be liable for timely payment of the 04% (Four Percent) revenue share of the GMRC's Metro Rail fare collection to the Service Provider till expire of the contract. The 04% revenue share is all-inclusive except GST/Applicable taxes 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 GMRC, the transport operator/administrator, and Financial Institution (FI)	1) Considering the investment amount, scope, ridership and ticketing volume the revenue share for GMRC fare collection to service provider should not be limited to 4% and request to allow Bidders to Revenue share quote numbers while bidding and let L1 bidder quote be the winner 2) Banks should be allowed to charge Issuance fees, Replacement fee, Top up Fee along with Annual fee as there are costs that Bank had to incur to run the cards programme. The fees should be allowed to be finalized by the Banks.	1. Tender Conditions prevail. 2.Refer addendum-1 SN-23
112		Volume 1, Section D Submission and opening of BIDS on page # 40	GMRC would be liable for timely payment of the 04% (Four Percent) revenue share of the GMRC's Metro Rail fare collection to the Service Provider till expire of the contract. The 04% revenue share is all-inclusive except GST/Applicable taxes 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 GMRC, the transport operator/administrator, and Financial Institution (FI)	Also, please put a minimum guarantee on revenue payables as if Metro remains operational due to reason not attributable to bidder, bidder will need revenue protection to remain commercially variable	Tender Conditions prevail.
113		Volume 1- Clause ITB 43, Page No. 41	43.1 The AFC system go-live test should be completed, 15 days before the revenue operation date set by GMRC, and a Revenue Performance security (BG) of INR 04 Crore from any bank in India except the Prime Bidder of the Consortium shall be submitted to GMRC, 31 days before revenue operation date,	Request you to please allow the Bank guarantee from the Successful bidder (FI) as well. Bank guarantees are standard instrument mandated and governed by RBI. Issuing bank has to certainly follow its regulations and are bound to comply to same. Further it unnecessarily increase the cost of Bidding and overheads for the bidder. Therefore, Request you to please allow this relaxation in view of smoother participation	Tender Conditions prevail.

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
114		Volume 1- Step 1 Eligibility Criteria for FI, Sub Point 4, Page No. 45	FI should have the experience of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs, IVR, SMS, UPI etc.	For Better participation ,we request you to please relax this clause as "FI should have the experience of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs, IVR, SMS, UPI etc." , We do not provide ATM Services to our customers. Our customers can withdraw cash from 6 lakh Retail points.	Refer addendum-1 SN-8 & 12
115		Volume 1- Step 1, Eligibility Criteria for FI, Sub Point 5, Page No. 45	FI should have the experience of co-branding card services with other organizations/institutions?	For Better participation ,we request you to please relax this clause as we has only issued digital cards as a payments bank and does not hold any co branded card Services to our customer. Moreover, CO- branding is a subject matter slightly governed by RBI and between the Co branding Partners basis business terms... having this as an eligibility criteria may not be adding any value to this bid participation as it can be done by any bank and are just business & commercial terms kind of an arrangement/agreement. Therefore, In view of better participation from intended bidders/FI, request you to please relax this clause	Refer addendum-1 SN-9 & 13
116		Volume 1- Step 1, Eligibility Criteria for FI, Sub Point 6, Page No. 45	FI should have the experience of executing projects with loyalty program design or management of retail customer base?	Request you to please relax this clause as: "FI should have the experience of executing projects with loyalty/ cashback program design or management of retail customer base" Payments Bank are not allowed to run loyalty programmes. we runs cashback schemes for our customers. Therefore, In view of better participation from interested bidders/FI, request you to please relax this clause	Cashback will be treated same to loyalty. Tender Conditions prevail.
117		Volume 1- Step 1, Eligibility Criteria for FI, Sub Point 7, Page No. 45	The FI should have the experience of deploying & managing EMV based smart card system	We as a payments bank work on digital platforms for cards i.e. digital cards and so far have not done any Physical Card Programme. However, we for the NCMC/Transit Segment we work with our Technology service providers for meeting this requirement. Therefore, Request you to kindly revise this clause as "The FI/ its TSP should have the experience of deploying & managing EMV based smart card system	Refer addendum-1 SN-10 & 14
118		Volume 1- Step 1, Eligibility Criteria for AFC Provider , Sub Point 3, Page No. 46	3.1) AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:- (a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore Or (b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore Or (c) Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore	For Better Participation Request you to kindly relax this clause as: " AFC providers should have experience of Design, Supply and Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:- (a) Must have completed ONE work as stated above of minimum value or equal to INR 44 80 Crore Or (b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 50 Crore Or (c) Must have completed Three work as stated above each of minimum value or equal to INR 55 40 Crore"	Refer addendum-1 SN-15 & 18

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119		Volume 1- Step 2, Financial Evaluation, sub point 1 & 2 , Page No. 48	1. The bidder should quote the annual royalty payable to GMRC over 10 year contract period 2. The NPV shall be discounted at 8.5% per annum	Request you kindly remove this as the basis of Financial evaluation because of the following reasons: 1.) This project being on PPP model, in itself is not financial viable for the bidders due to huge investment and conditional ROI. The ask for royalty further makes it difficult adding an uncertain range of project cost and further reduces the chances of reputed bidder's participation 2.) There is a very high chance of any new entrant in this AFC field who does not have adequate knowledge of this domain and therefore quoting high royalty just to get into this field. However, this will have a strong impact on the project executing due to cost factors.... in such a scenarios the probability of the project getting jeopardised will be higher....similar trend has been observed in the few of the recent tenders 3.) Ideal Evaluation of the financial proposal should always be on the cost of the project to the Authority and not on the amount of Royalty. Moreover Adding NPV as the value adds for more variable for the bidders to considers and makes it difficult for the deserving candidates to participate and win.	Tender Conditions prevail.
120		Volume 1- Form Fin 2 , Page No. 105	NOTE: a. *NPV of the 10 years' royalty payments quoted above will be computed considering a discount rate of 8.5% for evaluation of all the bids	For better Clarity Request you to please share the formula for calculating the NPV value as they are used differently at some places	Tender Conditions prevail.
121		PS Volume 2- Clause 2.1.13 , Page No. 13	The AFC Contractor shall be responsible for hosting the Central AFC solution at agreed place by Employer but also shall be responsible for deploying a central computer system at the operation control centre respectively in Employer's location as identified by Employer.	We understand that the CC shall be an on Premises Solution. Please clarify	Yes, Your understanding is correct. Refer addendum-1 S.N- 5
122		PS Volume 2- Clause 2.1.14 , Page No. 14	The AFC Contractor shall be responsible for developing a mobile and Web application that shall be integrated with Employer AFC system for the purpose of ticketing	It is understood that since this is a PPP modelled Project, the exclusive right of Issuance of QR tickets/Passes shall be with the bidder though its platforms only such as GMRC Mobile App, FI mobile App or any other app that it finds reasonable (with due permission form GMRC), At no extra cost to GMRC. GMRC is requested to allow this as there are not much revenue options for the bidder to get its ROI.	Refer addendum-1 S.N- 2
123		PS Volume 2- Clause 2.2.1.8 , Page No. 15	Account based ticketing (ABT) will be implemented in such a manner that, Employer will inform AFC Contractor regarding the activation of account based ticketing (ABT) in 2-month advance. However, ABT shall be activated after 4 years of AFC system in revenue operation or on a mutually agreed date, if required earlier.	Please allow the bidder to select the payment scheme here as the entire investment is being done by them. Move over, it shall be the responsibility of the bidder to full fill the statutory requirements/compliances with regards to the payment system.	Tender Conditions prevail.
124		PS Volume 2- Clause 2.2.2.13, Page No. 16	AFC Contractor to provide all consumable for the operation of ticketing system up to Hardware DLP Period (6 Years).	We understand that the consumable referred here means only the hardware related consumables. Please confirm	Refer addendum-1 S.N- 22

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125		PS Volume 2- Clause 2.2.3, Page No. 16	The AFC system design shall meet the Surat Metro Rail Phase-I requirement for handling at least 80 stations (expandable further up to 256 station but not to be limited by any configuration parameter).	While the expectation of GMRC is to extend the AFC solution to future stations/lines. Similarly the bidder would also expect to get the revenue share out of the operations of these stations by the virtue of the use of its AFC application during the contract period. Please clarify	Tender Conditions prevail.
126		PS Volume 2- Clause 2.2.4, Page No. 16	The system shall support interoperability for NCMC EMV CSC with different operators using the open standard national common mobility specifications and MoHUA guidelines.	Does GMRC expects to only allow the use of NCMC EMV cards from Rupay or to allow the use of any other Payment Schemes as well. Please clarify	As per NCMC guideline
127		PS Volume 2- Clause 2.4.2.1.8, Page No. 18	Station computers with printers, toners and printer papers up to Hardware DLP completion period (6 Years).	Our understanding is that the bidder is required to only supply the required paper and toner for the Back office activities like report printing and MIS purposes and not the QR ticket Paper. Please Clarify	Refer addendum-1 S.N- 22
128		PS Volume 2- Clause 3.2.5.17, Page No. 23	Ticket Dispensing and Reload: Table TVM	It is understood that both TVM's and RCTM have similar features except QR ticket issuance in TVM and the functions are redundant. Moreover, for the recharge of the EMV cards there are multiple other options also available such as mobile app, net banking, web portal etc. Therefore, it is request to please remove the scope of RCTM supply to reduce the burden on the bidder commercially	Tender Conditions prevail.
129		PS Volume 2- Clause 4.1.5.15, Page No. 34	Indicative Minimum Specification for QR paper media:	Request you to please remove the requirement of Fan Folded Paper as these add unnecessary operating cost to the project leading to wastage of paper as well as valuable investment of the bidder. As a bench mark 60-70 GSM paper works well for reading a QR ticket. Therefore, you are kindly requested to please remove these specification and replace the same in the form of functional requirement fulfilment	Tender Conditions prevail.
130		PS Volume 2- Clause 4.1.9, Page No. 35	Minimum Operating Lifetime With Data Retention in Memory: Contactless NCMC EMV Smart Card : 5 Years	Since NCMC cards are issued by the bank, its validity/life is a subject matter of the bank to decide in line with the RBI guidelines. Therefore, it is request to be left up to the bank to decide the same	Tender Conditions prevail.
131		PS Volume 2- Clause 5.2.10, Sub Point 17, Page No. 44	Throughput: 45 Entry passages/ minute in controlled mode for NCMC EMV cards	Request you to please rationalize this as per the NCMC bench mark. Since NCMC has a higher response time this requirement will be difficult to schreiner. Request you to kindly benchmark it as per the practical throughput achievable for the NCMC cards	Tender Conditions prevail.
132		PS Volume 2- Clause 5.5.9.1, Sub Point 1&4, Page No. 61	CPU: Minimum Intel® Core i7-760 Processor (2.80GHz, 1333MHz FSB, 8MB Cache). Operating System: Min Windows 7 or latest with latest service pack preloaded with license and recovery CD from direct named account of Microsoft with certificate of authenticity having OEM name.	Request you to not restrict the usage of the New and latest android devices which offer better design, features and flexibility for TOM/EFO services. Therefore, request you to mark the specs functionally rather than binding it to Intel or Microsoft platforms for better options	Tender Conditions prevail.
133		PS Volume 2- Clause 5.8.9, , Page No. 78	TICKET READER (TR): The terminal shall hold at least 3 SAM slots.	Any specific use case for 3 SAM slots... generally these device comes with 2 SAM slots and are good enough for safe operations. Therefore, request you to kindly rationalise this condition	Tender Conditions prevail.
134		PS Volume 2, Clause 8.4, page No. 122)	Two Number NCMC branding poster or standees (4X3 feet) per station at Ticket office area.	Seeing the size of the project and the kind of investment that would go in for the project. Request you to please allocate a minimum of 100 Sq. Ft area at each station along with 1 space for ATM at few of the stations to allow the bidder to recover its ROI as it is really difficulty to do so with the 4% revenue share.	Refer addendum-1 S.N- 21

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135		Volume -3,Section - 8, Particular Condition of Contract, Page No. 55, Sl. No.1,2 & 4 of Service Levels	Non-availability of AFC systems due to Downtime of a gate	Applicable SLA targets are stringent, Request you to please reduce the applicable penalty by 50% & extend the target downtime period by 2 times. Moreover, penalty per day per station shall not exceed revenue collected from the system	Tender Conditions prevail.
136		Clause 1.13 Compliance with Laws (AFC Surat Metro_GCC-Vol-3 Page 14)	the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.	The contractor will indemnify the Employer only in case of any default attributable to the contractor. Please clarify	Tender Conditions prevail.
137		Volume 3, Clause 6.1 of the General Conditions of Contract	The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.		NA
138		Volume 3,Clause 1.10 of the General Conditions of Contract	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:</p> <p>(a)apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</p> <p>(b)entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and</p> <p>(c)in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</p> <p>The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's written consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.</p>	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable non transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them subject to payment by the Employer. This licence shall:</p> <p>(a)apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</p> <p>(b)entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and</p> <p>(c)in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</p> <p>The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's written consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.</p>	Tender Conditions prevail

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139		Volume 3, Clause 4.6 of the General Conditions of Contract	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:</p> <p>(a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.</p>	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:</p> <p>(a) the Employer's Personnel, (b) any other contractors employed by the Employer subject to payment for the same, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.</p>	Tender Conditions prevail
140		Volume 3, Clause 4.15 of the General Conditions of Contract	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions:</p> <p>(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;</p> <p>(b) (a) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;</p> <p>(d) the Employer does not guarantee the suitability or availability of particular access routes; and</p> <p>(e) (c) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</p>	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions:</p> <p>(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;</p> <p>(b) (a) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;</p> <p>(d) the Employer does not guarantee the suitability or availability of particular access routes; and</p> <p>(e) (c) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</p>	Tender Conditions prevail

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141		Volume 3, Clause 14.16 of the General Conditions of Contract	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</p> <p>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works ; and</p> <p>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.</p>	<p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</p> <p>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works at the cost of the Employer; and</p> <p>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.</p>	Tender Conditions prevail
142		Volume 3, Clause 6.7 of the General Conditions of Contract	<p>The Contractor shall, at the cost of the Employer, at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.</p> <p>HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.</p> <p>The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.</p> <p>The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including</p>	<p>The Contractor shall, at the cost of the Employer, at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.</p> <p>HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.</p> <p>The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for</p>	Tender Conditions Prevail

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			<p>Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.</p>	<p>STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour. The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.</p>	
143		Volume 3, Clause 7.3 of the General Conditions of Contract	<p>The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>	<p>The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>	Tender Conditions prevail

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144		Volume 3,Clause 7.5 of the General Conditions of Contract	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub- Clause 2.5 [Employer's Claims] pay these costs to the Employer.</p>	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions and the cost of the Employer. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub- Clause 2.5 [Employer's Claims] pay these costs to the Employer.</p>	Tender Conditions prevail
145		Volume 3,Clause 7.6 of the General Conditions of Contract	<p>Notwithstanding any previous test or certification, Tthe Engineer may instruct the Contractor to:</p> <p>(a)remove from the Site and replace any Plant or (b)remove and re-execute any other work which is not in accordance with the Contract, and</p> <p>(c)execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction mutually agreed between the parties, or immediately if urgency is specified under sub-paragraph (c).</p> <p>If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure Materials which is not in accordance with the Contract,</p>	<p>Notwithstanding any previous test or certification, The Engineer may instruct the Contractor to:</p> <p>(a)remove from the Site and replace any Plant or (b)remove and re-execute any other work which is not in accordance with the Contract, and</p> <p>(c)execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction mutually agreed between the parties, or immediately if urgency is specified under sub-paragraph (c).</p> <p>If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure Materials which is not in accordance with the Contract,</p>	Tender Conditions prevail

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146		Volume 3, Clause 11.4 of the General Conditions of Contract	<p>If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;</p> <p>(b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or</p> <p>(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, give the Contractor a final notice to rectify the damage or defect within the specified time. terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.</p>	<p>If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;</p> <p>(b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or</p> <p>(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, give the Contractor a final notice to rectify the damage or defect within the specified time. terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.</p>	Tender Conditions prevail
147		Volume 3, Clause 11.5 of the General Conditions of Contract	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security</p>	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security</p>	Tender Conditions prevail
148		Volume 3, Clause 11.6 of the General Conditions of Contract	<p>If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.</p> <p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.</p>	<p>If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract at the cost of the Employer. The requirement shall be made by notice within 28 days after the defect or damage is remedied.</p> <p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.</p>	Tender Conditions prevail

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149		Volume 3, Clause 15.4 of the General Conditions of Contract	<p>After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:</p> <p>(a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],</p> <p>(b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or</p> <p>(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the contractor</p>	<p>After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer shall may:</p> <p>(a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],</p> <p>(a)(b) Pay to the Contractor within 15 days of such termination all moneys due on the date of termination for all the works done at the rates agreed under the contract or the all expenses on work pending completion which have been undertaken by the Contractor before such termination</p> <p>(c) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or</p> <p>(c)(d) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the contractor</p>	Tender Conditions prevail
150		Volume 3, Clause 15.6 of the General Conditions of Contract	<p>If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].</p> <p>Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>For the purposes of this Sub-Clause:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;1</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;2</p> <p>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;3</p> <p>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;4</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].</p>	<p>If the Employer any Party determines, based on reasonable evidence, that the Contractor other Party has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer-party may, after giving 30/44 days prior written notice to the Contractor other party, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].</p> <p>Should any employee of the Contractor or the Employer be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>For the purposes of this Sub-Clause:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;1</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;2</p> <p>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;3</p> <p>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;4</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p>	Tender Conditions prevail

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				(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].	
151		Volume 3, General Conditions of Contract		<p>The Contractor shall be entitled to terminate the Contract, at any time for the Contractor's convenience by giving a notice to the Employer.</p> <p>After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].</p>	Tender Conditions prevail
152		Volume 3, Clause 17.2 of the General Conditions of Contract	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</p> <p>After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any direct loss or direct damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any direct loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p>	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</p> <p>After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care due to reasons solely attributable to the Contractor, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any direct loss or direct damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any direct loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p>	Tender Conditions prevail

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153		Volume 3, Clause 17.3 of the General Conditions of Contract	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <p>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (g) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (h) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and (i) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.</p>	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <p>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) restrictions due to the epidemic, pandemic including but not limited to COVID-19, epidemic; (g) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (h) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and (i) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.</p>	Tender Conditions prevail

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154		Volume 3, clause 17.5 of the General Conditions of Contract	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>(a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer:</p> <p>(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>(a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer:</p> <p>(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>	Tender Conditions prevail
155		Volume 3, Clause 17.6 of the General Conditions of Contract	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect, or consequential loss or damage which may be suffered by the other Party in connection with the Contract other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p>	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or loss of goodwill or for any indirect, special, punitive exemplary or consequential loss or damage which may be suffered by the other Party in connection with the Contract whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents and regardless of whether such party has been informed of the possibility or likelihood of such damages, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].</p> <p>Notwithstanding anything contained in this Contract, the total liability of the Contractor to the Employer, under or in connection with the Contract shall other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p>	Tender Conditions prevail

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156		Volume 3, Clause 19.1 of the General Conditions of Contract	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.</p> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity</p>	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.</p> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, restrictions due to the pandemic or epidemic including but not limited to COVID - 19 ,.</p>	Tender Conditions prevail
157		Volume 3, Clause 19.5 of the General Conditions of Contract	<p>If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause</p>	<p>If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause</p>	Tender Conditions prevail

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158		Volume 3, Clause 20.1 of the General Conditions of Contract	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(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> <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 Contractor 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>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(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> <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 Contractor 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 20.5 [Determination] to approve or determine (a) the extension (if any) of the</p>	Tender Conditions prevail

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			<p>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 [Refer Section IX- PCC sl.no].</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>Within 42 days after the Contractor became 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</p>	<p>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 [Refer Section IX- PCC sl.no].</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>	

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159		Volume 3, Clause 20.6 of the General Conditions of Contract	<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, (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 Employers country. 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] 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>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, (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 Indian laws of the Employers country. The place of arbitration shall be the neutral New Delhi, India location specified in the Contract Data; and the arbitration shall be conducted in the English language for communications In the arbitration panel, each Party shall nominate one (1) arbitrator each and the third arbitrator shall be chosen by the two (2) arbitrators nominated by the Parties. The arbitrator(s) shall be appointed within a period of thirty (30) days from the date of receipt of written notice/ demand of appointment of arbitrator from either Party. 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>	Tender Conditions prevail
160		Volume 3, Section 9 of the Appendix to General Conditions of Contract	<p>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</p>	<p>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. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, and the language of arbitration shall be English</p>	Tender Conditions prevail

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161		Volume 3,Limitation of Liability in Part A of the Particular Conditions of Contract	Twice the value of the Revenue Security	1Notwithstanding anything to the contrary in this Agreement, the cumulative liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, shall be limited to the applicable Scope of work/Purchase order giving rise to such liability	Tender Conditions prevail
162		Volume 3,Rules of Arbitration in Part A of the Particular Conditions of Contract	20.6(b) Place of Arbitration: Ahmedabad, Gujarat	20.6(b) Place of Arbitration: Ahmedabad, Gujarat-New Delhi, India	Tender Conditions prevail
163		Volume 3,Clause 4.6 of the Part B of the Particular Conditions of Contract	The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification	The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification	Tender Conditions prevail

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164		Volume 3, Clause 11.4 of the Part B of the Particular Conditions of Contract	<p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 11.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) Determine a reasonable reduction in the Contract Price in consultation with the Engineer, whose decision shall be final; or</p> <p>(c) If the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as can not be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, and Materials to the Contractor, and Sub-Clause 13 shall not apply</p>	<p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 11.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) Determine a reasonable reduction in the Contract Price in consultation with the Engineer, whose decision shall be final; or</p> <p>(c) If the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, give the Contractor a final notice to rectify the damage or defect within the specified time. terminate the Contract in respect of such parts of the Works as can not be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, and Materials to the Contractor, and Sub-Clause 13 shall not apply</p>	Tender Conditions prevail
165		Volume 3, Clause 14.17 of the Part B of the Particular Conditions of Contract	<p>Recovery of Money due to the Employer</p> <p>All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damage) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages on delayed deliverables), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.</p>	<p>Recovery of Money due to the Employer</p> <p>All direct damages (including, without limitation, liquidated damages on delayed deliverables), direct costs, direct charges, direct expenses, direct debts, or sums , duly attributable to the Contractor, for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damages on delayed deliverables) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct direct damages (including without limitation liquidated damages on delayed deliverables), direct costs, direct charges, direct expenses, direct debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.</p>	Tender Conditions prevail

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166		Volume 3, Clause 15.2 of the Part B of the Particular Conditions of Contract	On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the Tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the Tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single Tenderer by calling quotations, to do so at the risk and cost of the Contractor.	On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the Tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the Tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single Tenderer by calling quotations, to do so at the risk and cost of the Contractor	Tender Conditions prevail
167		Volume 3, Clause 16.2 of the Part B of the Particular Conditions of Contract	The Contractor shall be entitled to terminate the Contract if: (a) Deleted (b) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, (c) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (d) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. (e) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works]. In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (e) , the Contractor may by notice terminate the Contract immediately. In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice. The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.	The Contractor shall be entitled to terminate the Contract if: (a) Deleted (b) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, (c) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (d) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. (e) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works]. In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (d) and (e) , the Contractor may by notice terminate the Contract immediately. In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice. The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.	Tender Conditions prevail

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168		Volume 3, Clause 16.4 of the Part B of the Particular Conditions of Contract	<p>After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall return the Performance security & Revenue Security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:.</p> <p>a. Other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works if and as disclosed by the Contractor with reasonable basis for Employer's acceptance, before the issuance notice of Termination;</p> <p>b. the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</p> <p>c. the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.</p> <p>In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot or any other Designated places in Surat at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract.</p>	<p>After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall return the Performance security & Revenue Security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:.</p> <p>a. Other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works if and as disclosed by the Contractor with reasonable basis for Employer's acceptance, before the issuance notice of Termination;</p> <p>b. the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</p> <p>c. the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.</p> <p>In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot or any other Designated places in Surat at Employers Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract.</p>	Tender Conditions prevail

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
169		Volume 3, Clause 17.1 of the Part B of the Particular Conditions of Contract	<p>The Contractor shall indemnify and hold harmless the Employer (Gujarat Metro Rail Corporation Limited), the Engineer, the Designated Consultants and Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <p>a) sickness, or disease, or death of, or injury to any person; and</p> <p>b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and</p> <p>c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier. The Contractor shall also indemnify and save harmless the Employer and the Project Owner from</p> <p>and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in the GC (General Conditions).</p> <p>All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p> <p>The decision of the Engineer as to compensation claimed shall be final and binding."</p>	<p>The Contractor Each Party shall indemnify and hold harmless the Employer (Gujarat Metro Rail Corporation Limited), the Engineer, the Designated Consultants and Contractors other party representatives and employees from and against all direct actions, suits, proceedings, direct claims, direct damages, direct losses, direct expenses and demands of every nature and description, by reasons of any act or omissions of the Parties Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to direct claims, direct damages, direct losses, direct damage proceedings, direct charges and expenses which are attributable to:</p> <p>a) sickness, or disease, or death of, or injury to any person; and</p> <p>b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and</p> <p>c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.</p> <p>The Parties Contractor shall also indemnify and save harmless the other Party Employer and the Project Owner from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in the GC (General Conditions).</p> <p>All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p> <p>The decision of the Engineer as to compensation claimed shall be final and binding."</p> <p>Notwithstanding anything to the contrary contained herein, in no event shall any Party be liable to indemnify the other Party for any matter arising out of or in connection with the Agreement in respect of any indirect, incidental, special, or consequential, exemplary or punitive damages or any loss, including loss of profit, lost revenues, loss of goodwill, whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.</p>	Tender Conditions prevail

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
170		Volume 3, Clause 17.3 of the Part B of the Particular Conditions of contract	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <p>(a) (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,</p> <p>(c) munitions of war, explosive material ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,</p> <p>(d) (e) Deleted design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and</p> <p>(f) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.</p> <p>(g) Deleted h) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,</p>	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <p>(a) (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,</p> <p>(c) munitions of war, explosive material ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,</p> <p>(d) (e) Deleted design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and</p> <p>(f) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.</p> <p>(g) Deleted h) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (i) epidemic, restrictions due to the pandemic including but not limited to Covid-19</p>	Tender Conditions prevail
171		Volume 3, Clause 17.6 of the Part B of the Particular Conditions of Contract	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum 10% of the total contract value, as stated in the Contract Data.	Notwithstanding anything to the contrary in this Contract The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum, as stated in the Contract Data.	Tender Conditions prevail

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
172		Volume 3, Clause 19.1 of the Part B of the Particular Conditions of Contract	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (iv) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (iv) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity ,epidemic , restrictions due to the pandemic including but not limited to Covid- 19	Tender Conditions prevail
173		Table: Eligibility Criteria for AFC Provider	3.1) AFC providers should have experience of Design, Supply and	As most of the contracts are in PPP model, So the end client does not issue any letter/contract issued in which the value of work is defined. Whereas those are defined in terms of number of stations. Hence, we request you to kindly revise the qualification criteria as follows.	Refer addendum-1 SN-15 & 18
174		Page 46 of 105 of 1. AFC Surat Metro_Vol-1 Clause 3/1	Commissioning of contactless card AFC system in a Metro/Light Rail/Mono Rail/Tram/ Suburban stations/BRTS as following:- (a) Must have completed ONE work as stated above of minimum value or equal to INR 110 Crore Or (b) Must have completed TWO work as stated above each of minimum value or equal to INR 70 Crore Or Must have completed Three work as stated above each of minimum value or equal to INR 55 Crore	3.1) AFC providers should have experience of Design, Supply and Commissioning of EMV Open Loop AFC system in a Metro/Light Rail/Monorail/Tram/ Suburban stations/BRTS as following: - (a) Must have completed ONE work as stated above of minimum 20 stations or above. Or (b) Must have completed TWO works as stated above each of minimum 14 stations or above. Or Must have completed Three work as stated above each of minimum 10 station or above.	
175		General	Drawings of stations	Not all the drawings are provided in with the Tender document. Requested to kindly provide the station drawings.	Please refer (Page No 251)Volume 2 Section-6 PS Appendix -14 Indicative BoQ for Surat Metro Phase-1. Tender Conditions prevail.

Sr No	Page	Section/Clause Ref	Clauses	Queries/Concerns	GMRC's clarifications/Response, dated: 01-04-2022
176		Revenue Sharing	Revenue Share at 4%	Considering the global chip shortage and escalation of prices on hardware it is becoming extremely impossible and unviable to accommodate the entire project cost in the 4% revenue share that is being offered. Requesting GMRC to increase the revenue share to be increased to accommodate all the cost and the current escalations.	Tender Conditions prevail.
177		Consumables	Consumables	If consumables are to be provided by the bidder then it creates a lot of burden to accommodate in the only 4 % revenue share that the bidder is supposed to get. It is becoming unviable as consumables constitutes to a large chunk of the 4% revenue. Hence request you to kindly remove supply of consumables from bidders scope	Refer addendum-1 S.N- 22
178		AFC Surat Metro_PS-Vol-2 Page 251, Appendix 14- indicative BOQ	EFO quantity for stations	The quantity mentioned for EFO is 2 nos for all stations, the shared station drawing is having only 1 EFO (ref station drawing of VIP Road). Need clarification and confirmation.	Tender Conditions prevail
179		AFC Surat Metro_PS-Vol-2 Page 251, Appendix 14- indicative BOQ	Total Gates quantity for stations.	The total gate quantity will be remain same as per Appendix 14- indicative BOQ or not.	Tender Conditions prevail
180		AFC Surat Metro_PS-Vol-2 Page 216, AFC system key dates for Surat Metro Rail Phase -1 (W=Weeks)	Corridor -1 Package 1CS-1 ,1CS-2,1CS-3 (UG-1 & UG-2),1CS-4 Corridor -2 Package 2CS-1 ,2CS-2,	Package of 1CS-1 ,1CS-2,1CS-3 (UG-1 & UG-2),1CS-4 station names to be mentioned in the Bid Document. Package of 2CS-1 ,2CS-2, station names to be mentioned in the Bid Document.	Refer addendum-1 S.N-1