

No.- F2(14)/JMRC/O&S/S&T/QR Code/2018-19

Dated-20/05/2019

To,

All Prospective Bidders.

Corrigendum - 05

Name of Bid: RFP for Selecting Agency for Implementation of QR Code at JMRC Stations

Bid No.: F2(14)/JMRC/O&S/S&T/QR Code/2018-19

The following may be deemed as an amendment in the bid document of the above referred tender. Concerned may bid accordingly.

Clause No.	Existing condition of NIB as per Corrigendum-05	Now may be read as:
3.7(ii)	Uploading of Reply to Query/ Clarification: 17.05.2019	Uploading of Reply to Query/ Clarification: 20.05.2019
1.2(ix)	Last date and time for online Bid submission: 30.05.2019 (15:00 Hrs)	Last date and time for online Bid submission: 02.07.2019 (15:00 Hrs)
1.2(x)	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office.: 30.05.2019 (14:00 Hrs)	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office.: 02.07.2019 (14:00 Hrs)
1.2(xi)	Date and time for opening of Technical Bid: 30.05.2019 (15:30 Hrs)	Date and time for opening of Technical Bid: 02.07.2019 (15:30 Hrs)

This corrigendum will be part of bid document. All other terms & conditions of the bid document will remain same.



Executive Director (S&T)
JAIPUR METRO RAIL CORPORATION LTD.

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SGC030630

Website: www.transport.rajabsthan.gov.in/jmrc

**JAIPUR METRO RAIL CORPORATION LIMITED**

(A Government of Rajasthan Undertaking)

3rd floor, Admin Building,

Mansarovar Depot, Mansarovar, Jaipur-302020

Tel. No.:- 01412822106 email ID:- edst@jaipurmetrorail.in

F2(14)/JMRC/O&S/S&T/QR Code/2018-19

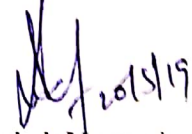
Dated:20.05.2019

ADDENDUM-A1

Subject: Addendum No. A1 to RFP for Selecting Agency for Implementation of QR Code at JMRC Station (Bid No:- F2(14)/JMRC/O&S/S&T/QR Code/2018-2019 dated 04.01.2019)

With reference to the cited subject above, the Addendum details are as follows:

S.No.	Bid Document	Page No.	Clause No./ Item No.	Addendum/ Corrigendum	Remarks
1.	RFP	20	4.2.3(ii)	Provision of MDR/TDR made as 1% of the transaction charge.	Page No. 20 replaced with Page No. 20R
2.	RFP	29	Annexure-II	Clerical error: 150 days replaced with 90 days.	Page No. 29 replaced with Page No. 29R
3.	RFP	36	Annexure-VII	Clerical error: NIB date 04.09.2019 corrected as 04.01.2019	Page No. 36 replaced with Page No. 36R
4.	RFP	-	-	Annexure XI: Bank details added	Page No. 45R added.


(Ashok Maurya)
ED/S&T/JMRC

- i. To provide details of Customer Support along with Escalation Matrix for timely troubleshooting of the issue (if any).

4.2.1 Other conditions:

- i. The app for scanning the QR should be UPI enabled.
- ii. **MDR/TDR:** All the amount of transaction should be credited in the JMRC account. MDR/TDR will be charged either from JMRC or from the Customer. JMRC will pay 1.25% of the Total transaction amount as transaction charge (MDR/TDR). Payment for this transaction charge will be done on monthly basis.
- iii. No extra charges shall be charged for any transaction amount credited to JMRC Bank Account.
- iv. No hidden charges will be applicable to the tender.
- v. **One Time Upfront payment:**
 - The Successful Bidder shall provide One time Upfront Payment to JMRC after within 20 days of issuance of LOA.
 - This amount will be non refundable.
- vi. The Amount shall be decided and declared by the Bidder within the Bid keeping in view all the conditions specified in this RFP
- vii. **Training:** The agency shall provide training to the JMRC operation staff before the commencement of the usage of QR code as a payment method as specified in this RFP, Refresher Training every year and as & when required by JMRC during the contract period for smooth operations and proper understanding. No charges will be paid by JMRC for the training.
- viii. **Support:** The agency shall share a Support or Helpline Contact Details along with the escalation matrix that can provide help and resolve the issues during operation hours throughout the day.
- ix. **Position of QR Code:** The position of the QR code at TOM/ EFO counters shall be decided with due concurrence of JMRC after issuance of LOA and before the commencement of the work as per clause 3.7 (iii). Any cost required for any fixture shall be borne by the Successful Bidder. JMRC can ask the Contractor to change the position of the QR code as and when required.
- x. No extra formalities shall be required by the agency to be done by JMRC after signing the Contract for continuation in the services during the Contract period. All the requirements shall be placed and all the formalities shall be completed at the time of signing the contract only.
- xi. JMRC will share the Bank Account Details for the Credit of the transaction Amount after the Issuance of the LOA to the Successful Bidder.
- xii. In case of any Damage or Non Functioning of the QR Code, the Agency shall replace the QR code on the same day of reporting by the JMRC without any additional charges.
- xiii. The QR code shall be printed with **JMRC Logo ONLY** and shall have the following specifications as a minimum:

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Name and Signature of Bidder along with Seal

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ANNEXURE – II**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

I/We,, having my /our

office at.....
....., agree to all the terms & conditions the request for proposal RFP No. -
F2 (14)/JMRC/O&S/S&T/QR Code/2018-19/___dated: ____, 2019 issued by JMRC for
selecting Agency for Implementation of QR Codes at JMRC Stations and corrigendum /
addendum issued, if any (all the pages of which have been signed by us in token of
acceptance of the terms mentioned therein). I/ WE also agree to abide by the relevant terms
and conditions of general conditions of contract (GCC) & SHE manual of JMRC.

We have enclosed bids as per stipulated procedure and have not disclosed the price bid
in other than the financial bid / BOQ packet.

We have gone through carefully and understood the contents of this RFP document and
the information furnished by us is true to the best of our knowledge and belief and
nothing has been concealed there from.

Our offer will remain valid and open for acceptance for +50 90 days from the last date
of bid submission.

A1

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

Name and Signature of Bidder along with Seal

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ANNEXURE VII**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... and son/daughter of Shri....., who is presently residing at, employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "RFP for Selecting Agency for Implementation of QR Code at JMRC Stations .(No. F2(14)/JMRC/O&S/S&T/QR Code/2018-19 Dated:04.09.2019 04.01.2019) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

A1

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2019.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Name and Signature of Bidder along with Seal

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ANNEXURE - XI**BANK DETAILS**

Beneficiary Name:

Beneficiary Address:

Line 1	
Line 2	
District/ City	State UT
Pin Code	Tele/Fax
Mobile Alert	
1	
2	

Bank Details:

Bank Name	
Branch Address	
Beneficiary A/C No:	
Beneficiary A/C Type:	Saving/ Current
Beneficiary A/C Name:	
9 Digit Branch MICR Code:	
IFSC Code of Branch:	

Stamp & Signature of Authorize
Signatory of Bidder.

Stamp & Signature of Authorized
Signatory of bank.

Note:- Bank details should be verified by the bank on its letter head, duly signed and stamped & should be supported with once cancelled cheque.

Name and Signature of Bidder along with Seal

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S.No.	Clause No.	Relevant Page	Part of Tender	Tender Term	Bidder's Query	JMRC's response
1.	3.1 (xiii)	Page 10	RFP	It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect , whether actual or contingent, whether present or future.	Except for any claim that the Bidder may have against JMRC under the terms of this Agreement , It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect , whether actual or contingent, whether present or future.	As per bid conditions
2.	3.7(ii)	Page 15	RFP	Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 3 working days from the date of issue of LOA and submit the One Time Upfront Payment as quoted in the Financial Bid and the Performance Security Deposit within 20 days from the date of issue of LOA.	LOA acceptance to be made 7 working days - JMRC to confirm.	Updated, Please Refer Addendum - A1
3.	3.10(a)	Page 17	RFP	Performance Security deposit shall be forfeited in the following cases:- a. When any terms and condition of the contract is breached.	Performance Security deposit shall be forfeited in the following cases:- a. When any terms and condition of the contract is breached by the Bidder and the same is not rectified as per the terms of this Agreement.	As per bid conditions
4.	4.3 (viii)	Page 22	RFP	viii. The Successful Bidder must indemnify and hold	The Successful Bidder must indemnify and	As per bid conditions

			(SCC)	harmless the JMRC against any or all losses, claims, damages, liabilities, costs, penalties etc.	hold harmless the JMRC against any or all direct losses, claims, damages, liabilities, costs, penalties etc. caused to JMRC directly attributable to the Bidder in terms of the Agreement.	
5.	4.5	Page 22	RFP (SCC)	JMRC may, without prejudice to any other remedy for breach of agreement by written notice of default sent to the Successful Bidder, terminate the agreement in whole or in Part in the case of Event of Default on the part of Successful Bidder. ii. JMRC may at any time terminate the agreement by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JMRC. iii. Where the Successful Bidder fails to perform its any obligation (s) as mentioned in the RFP& Agreement.	JMRC may, without prejudice to any other remedy for breach of agreement by written notice of default sent to the Successful Bidder, terminate the agreement in whole or in Part in the case of Event of Default on the part of Successful Bidder. ii. JMRC may at any time terminate the agreement by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JMRC. iii. Where the Successful Bidder fails to perform its any obligation (s) as mentioned in the RFP& Agreement and despite having being given time to rectify such failure as per the terms of this Agreement.	As per bid conditions
6.	4.8	Page 24	RFP(SCC)	Conciliation, Arbitration & Jurisdiction- In the event of dispute or difference arising between JMRC and the agency out of or in relation to this "Contract Agreement" and so notified in writing by either party to the other (the "Dispute"), the same shall be discussed in the first instance between the representatives of the agency and managing director of JMRC. ii. If the dispute is not settled amicably, the	Conciliation, Arbitration & Jurisdiction- In the event of dispute or difference arising between JMRC and the agency out of or in relation to this "Contract Agreement" and so notified in writing by either party to the other (the "Dispute"), the same shall be discussed in the first instance between the representatives of the agency and	As per bid conditions

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				<p>matter shall be addressed by the aggrieved party to the authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the sole arbitrator. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed. In such case, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as preceding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the arbitration and conciliation Act, 1996 shall apply. iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the agreement pursuant to it or out of any arbitration hereunder. iv. It will be no bar that the arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the arbitrator will not be challenged or be open to question in any court of law, on this account.</p>	<p>managing director of JMRC. ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the sole arbitrator. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed. In such case, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as preceding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the arbitration and conciliation Act, 1996 shall apply. iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the agreement pursuant to it or out of any arbitration hereunder.</p>	
7.	1.1	6	GCC	Definition of Original Contract Value/Contract value	JMRC to provide the clarification	Original Contract

[Signature]

				is not present		Value/Contract value shall be as quoted by successful bidder and accepted by JMRC.
8.	2.4	13	GCC	Assignment by the Employer- The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or there under to any third party.	The Employer shall be fully entitled with the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or there under to any third party.	As per bid conditions
9.	4.2.3	16	GCC	Deviation from RFP doc clause 3.9	JMRC to confirm the applicability since SCC of RFP have similar terms.	SCC shall prevail
10.	4.2.4	16	GCC	Guarantees and Warranties - 4.2.4.1- Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer: (a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection. (b) A written Guarantee in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection. (c) A warranty in the approved format from the Contractor. 4.2.4.2- In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee. Notwithstanding any other provision of the Contract: (a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written Guarantees shall be	Along with Appendix A,B and C-Would this be applicable to One97 Communications Limited as it does not have a parent company. Seek clarification from JMRC, this is not applicable on us.	Bidder to go through the tender document and ensure fulfilment of requirements, if applicable in terms of the bid

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				condition precedent to the Contractor's entitlement to any payment, under the Contract; and (b) failure by the Contractor to provide a Performance security or parent company Undertakings or parent company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.		
11.	4.6	20	GCC	<p>Assignment of Contractor's and Sub-Contractor's Obligations- The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by</p> <p>a. a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or</p> <p>b. assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable If a SubContractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the Employer. In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without</p>	Seek clarification from JMRC, this is not applicable on us.	Bidder to go through the tender document and ensure fulfilment of requirements , if applicable in terms of the bid

Handwritten signature

				limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub-Clause 2.4.		
12.	5.8	Page 30	GCC	<p>Intellectual Property Rights and Royalties-The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name; knowhow or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything</p>	"If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute. " - Part of Clause 5.8 is not applicable to us, as per our scope of work, please seek clarification from JMRC.	Bidder to go through the tender document and ensure fulfilment of requirements , if applicable in terms of the bid

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			<p>whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights. The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non- exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing,</p>	
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				<p>commissioning, completion, reinstatement, extension, repair and operation of the Works). If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use. If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sublicence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof. The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation. If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may</p>	
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				require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute. The Employer reserves the right to use other Software on or in connection with the Works.		
13.	6.4	Page 32	GCC	<p>a) In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.</p> <p>(b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines.</p> <p>(c) The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.</p> <p>(d) The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.</p> <p>(e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1976 & Central Rules, 1971 made there under or other there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties Imposed by Statutory authorities in terms</p>	Please seek clarification from JMRC regarding Labour Welfare Organisation and registration with BOCW Board, how it is applicable on us.	Bidder to go through the tender document and ensure fulfilment of requirements, if applicable in terms of the bid

				<p>of applicable Act/Rules :- Delay in payment of dues to any Workmen Rs.100/- per day per workman Non- Compliance(s) of any other provision of labour laws, pointed Rs. 5000/- for each non- compliance informed in writing, under the contract The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The „Contract“ under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer"s establishment whether directly or through Sub-Contractor etc. (f) The contractor shall ensure the registration of all his eligible workers (inclusive of sub-contractors and petty contractors) with BOCW Board.</p>		
14.	8.3	Page 39	GCC	<p>Delay- In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.</p> <p>Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or</p>	Please seek clarification from JMRC, this is not applicable.	Bidder to go through the tender document and ensure fulfilment of requirements , if applicable in terms of the bid

				compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.		
15.	8.5	Page 40	GCC	<p>Liquidated Damages for Delay- Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender. The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub-Clause shall be recalculated</p>	Please seek clarification from JMRC, this is not applicable.	Bidder to go through the tender document and ensure fulfilment of requirements , if applicable in terms of the bid

				<p>accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages. At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under Sub- Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub- Clause 13.2. The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.</p>		
16.	11	Page 45	GCC	VAT/CST to be replaced with GST across the entire Clauses of document	JMRC to confirm.	The taxes shall be applicable as per the regulatory norms of the Government.
17.	11.17	Page 51	GCC	<p>Withholding and Lien for Sums Claimed- The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor</p> <p>And further, unless the Contractor pays and clears</p>	JMRC to confirm the applicability since SCC of RFP have similar terms.	Refer Clause 4.3(i) of SCC.



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				immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor		
18.	14.1	Page 59	GCC	<p>Indemnity- Risk and Responsibility</p> <p>The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. 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 loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and</p>	<p>Subject to the terms contained in limitation of liability clause mentioned under Clause 14.6 of GCC, Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all direct actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of directly attributable to 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>	As per bid conditions

				<p>(b) 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 from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.</p> <p>(c) 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. The decision of the Engineer as to compensation claimed shall be final and binding.</p>	<p>(a) sickness, or disease, or death of, or injury to any person; and loss of, or damage to, or destruction of any property (other than the Works) ; and</p> <p>(b) 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 from and against all claims and proceedings arising directly on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.</p> <p>(c) 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.</p>	
19.	14.2	Page 59	GCC	<p>Contractor's care of the Works- The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works. The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall</p>	<p>Please seek clarification from JMRC, this is not applicable.</p>	<p>Bidder to go through the tender document and ensure fulfilment of requirements, if applicable, in terms of the bid.</p>

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				<p>pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.</p> <p>The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the</p> <p>Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of works in all respects in accordance with the contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.</p>		
20.	14.6	Page 60	GCC	<p>Limitation of Liability -Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered</p>	<p>Limitation of Liability -Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or</p>	<p>As per bid conditions</p>

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				by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor (a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11 (4.18- Electricity, Water and Gas; 4.19- Tools and Equipment supplied by Employer, 5.7- Operation and Maintenance Manuals, 8.6- Rate of Progress, 7.10- Covering up of Works; 7.11- Tests after Completion) (b) under any other provisions of the Contract which expressly impose a greater liability, (c) in cases of fraud, willful misconduct or illegal or unlawful acts, or in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.	consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor (a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11 (4.18- Electricity, Water and Gas; 4.19- Tools and Equipment supplied by Employer, 5.7- Operation and Maintenance Manuals, 8.6- Rate of Progress, 7.10- Covering up of Works; 7.11- Tests after Completion) (b) under any other provisions of the Contract which expressly impose a greater liability, (c) in cases of fraud, willful misconduct or illegal or unlawful acts.	
21.	15	Page 61	GCC	Professional indemnity Insurance et al	Applicability of Such insurance to be confirmed by JMRC since no construction work is involved in the work.	As per bid conditions and if applicable
22.	4.3(i)	Page 21	RFP	Applicability of SAFETY, HEALTH AND ENVIRONMENT (SHE) MANUAL	Applicability of SAFETY, HEALTH AND ENVIRONMENT (SHE) MANUAL since it defines the principal requirements of the Employer on Safety, Health and Environment (SHE) associated with the contractor / sub-contractor and any other agency to be practised at construction worksites at all the time. As there is no construction work involved in the scope of work of RFP, SHE should not be applicable.	Bidder to go through the tender document and ensure fulfilment of requirements, if applicable in terms of the bid.

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23.	1.2(v), 4.2.3(ii), 4.2.3(v)	Page 4, Page 20	RFP		<p>Please note queries from our side. Request a revert on the below.</p> <p>1. The RFP asks for "Estimated One Time Upfront Payment" over and above a "Nil Service Fee", "Nil MDR/TDR fee" and not being allowed to use bank logo as well. This leaves little scope for bidder to recover the "Estimated One Time Upfront Payment".</p> <ul style="list-style-type: none"> We are ok for Nil Fees for other services but the addition of "Estimated One Time Upfront Payment" makes providing the service financially unviable. Is there a possibility to waive the requirement of "Estimated One Time Upfront Payment" How and when is the credit of this one time upfront fee expected, and how will this be treated by the company. What documentation will we get from the JMR before crediting this fee Instead of this fee can we instead provide you incentive/marketing cashback scheme post the go live of the UPI schemes at JMR to make UPI lucrative payment option for the commuters. 	<p>1. Provision of MDR/TDR made. (Refer Addendum - A1).</p> <p>2. Rest other conditions will be as per bid.</p> <p>3. One Time Upfront is to be paid after issuance of LOA and before Signing of Contract. Refer clause 4.2.3(v) and (xvi).</p> <p>4. Rest other conditions will be as per bid.</p>
24.	-	-	-	-	<p>Please can you confirm expected monthly volumes and average transaction ticket size.</p>	<p>Current is as communicated. However, it is expected to increase with commencement of phase 1b.</p>

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25.	4.2.3 (ii)	Page 20	RFP	MDR/TDR: All the amount of transaction should be credited in the JMRC account. No MDR/TDR will be charged either from JMRC or from the Customer.	Will JMRC provide avenues to offset the transaction cost. Will JMRC be providing Marketing visibility at station to PhonePe for duration of the contract period?	Provision of MDR/TDR made. (Refer Addendum -A1) Rest other provisions will be as per Bid Conditions.
26.	4.2.3 (v)	Page 20	RFP	The Successful Bidder shall provide One time Upfront Payment to JMRC after within 20 days of issuance of LOA.	Is the "Up front payment" expected to be paid out every time the contract is renewed OR is this a one-time payment only	This is to be paid one time only for contract duration of 3 years.
27.	4.2.3 (xiii)	Page 20	RFP	The QR code shall be printed with JMRC Logo ONLY and shall have the following specifications as a minimum:	In case PhonePe is doing any offer for the benefit of JMRC commuters, QR/ offer collateral needs to include the PhonePe logo, or else any offer escalation will end up at JMRC. Please clarify on this	Please Refer Bid Conditions.
28.	4.2.3 (xiv)	Page 21	RFP	JMRC has sold the rights of advertisement at stations to a third party. If the Bidder intends to perform any activity in this regard, the concerned agency may be contacted.	In case PhonePe is doing offers to drive adoption of digital payments at the stations, what visibility elements shall be provided by JMRC at the station entrance & counters.	Refer clause 4.2.3 (xiv) of the Bid Document. JMRC will promote digital payments. However, The Bidder can make promotions using digital and print media and other available avenues.
29.	4.2.3(ii), 4.2.3(xiii), 4.2.3(xiv)	Page 20, Page 21	RFP	-	The objective of tender and various other initiatives taken by JMRC is to enable increase in cashless transaction , but in tender , following points needs attention : Request your support 1. The vendor who will bid has to incur cost of entire initiative without any return on investment 2. Logo branding is of JMRC on UPI 3. Branding and communication space has to be purchased from other contractor	1.Provision of MDR/TDR made. (Refer Addendum - A1). 2.As per bid conditions 3.JMRC will promote



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					<p>who has got space rights, how will we promote cashless drive – how will people come to know about UPI QR</p> <p>4. There is no MDR charges we are getting in this tender , neither we can charge Customer nor JMRC for three years and provide support on for three years</p> <p>5. Cost of printer and cartridge (we will propose digital and paperless) has to be incurred by Vendor</p> <p>6. There is no access to data , so we can market cashless payments at Jaipur metro using UPI QR and run offers around and offer cash back</p> <p>7. Give space to promote cashless transaction either by allowing kiosk space & promoter or allowing branding so we promote cashless transaction and are able to use our logo also.</p> <p>8. Able to encourage people to open wallets or accounts so number of people doing digital transaction is more and guide them to our banking points that are near to their home for encouraging them to use smart cards more.</p>	<p>digital payments. However, The Bidder can make promotions using digital and print media and other available avenues to spread customer awareness.</p> <p>4.Provision of MDR/TDR made. (Refer Addendum - A1).</p> <p>5.As per bid conditions</p> <p>6.Since JMRC do not collect personal details of the passenger. The same cannot be shared. So, not applicable.</p> <p>7.As per bid conditions</p> <p>8.JMRC will promote digital payments. However, the Bidder can make promotions using digital and print media and other available avenues to spread customer awareness.</p>
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30.	-	-	-	-	<p>Airtel Payments Bank Proposal :</p> <p>We would like to participate and partner with JMRC to promote cashless transaction at each transaction point . Airtel payments bank with its foot print of banking point in Jaipur , would like to propose following :</p> <ol style="list-style-type: none"> 1. UPI QR on all stations (9 stations currently – 2 upcoming) 2. Promoting Smart Card Penetration by availability of smart cards and able to recharge at all banking points of Airtel Payments Bank , that are available all over Jaipur 3. On Airtel Payments Bank , availability of JMRC Smart card recharge option available (currently we have 30 mn registered users who will get access to this) 4. Marketing communication to all database of JMRC communicating about the facility available on Banking points , data being provided to Airtel Payments Bank by JMRC <p>Please let know about tender points and also how can we share our proposal to large base and work closely with JMRC</p>	As per bid conditions.
31.	3.5(vii)(b)	14	RFP	One Time Upfront Payment	<p>Clarity regarding "The One Time Upfront" in BOQ that whether it is with/without GST.</p>	It is inclusive of all taxes and charges exclusive GST. (Refer Addendum A1)

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32.	4.2.3(ii)	20	RFP	MDR/TDR	Provision of MDR/TDR should be there.	Provision of MDR/TDR made. (Refer Addendum -A1)
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Note: Bidder has requested specific in place of generic replies to their queries.

