

Jaipur Metro Rail Corporation
Request For Proposal (RFP) for Selecting Third Party Websites/ Mobile app
for Online and Mobile Transaction for JMRC Smart Card Recharge

Price Rs. 500/-

JAIPUR METRO RAIL CORPORATION LTD.

No. - F2 (5)/JMRC/O&S/S&T/RFP/E-WALLET/001

Dated: 19.08.2016

**RFP FOR SELECTING THIRD PARTY WEBSITES/MOBILE APP FOR
ONLINE AND MOBILE TRANSACTION FOR JMRC SMART CARD
RECHARGE**

REQUEST FOR PROPOSAL



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C- Scheme, Jaipur (Rajasthan) - 302005
Website: www.jaipurmetrorail.in

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SECTION-I
NOTICE INVITING BID & KEY DETAILS

Jaipur Metro Rail Corporation
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1.1 Introduction:-

- 1.1.1** Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- 1.1.2** JMRC has started its commercial operations of its first line from Mansarovar to Chandpole (Phase-1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan. Phase 1A is an elevated section of about 9.6 Km's. in length, with eight elevated and one underground station, at approximately one km intervals. Phase-1B, a 2.4 Km stretch from Chand pole to Bari Chopar (underground), is under construction at present.
- 1.1.3** It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs. Development of stations as transit hubs will lead to proliferation of commercial activities such as retail, food and braveries, etc., which will lead to increased footfalls at these areas.
- 1.1.4** JMRC has its own Automatic Fare Collection (AFC) System of M/s Samsung/Korea make.
- 1.1.5** In our endeavour to provide cashless payment experience to all customers Jaipur Metro Rail Corporation Limited (JMRC) invites offers from the Online and Ecommerce business players for Selecting *third party website /Mobile app for online and mobile transaction for JMRC smart card recharge*.
- 1.1.6** The complete Bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested Bidders will have to submit their offer in electronic formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website www.jaipurmetrorail.in and state procurement portal www.sppp.rajasthan.gov.in.
- 1.1.7** Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Biding portal**. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

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1.2 Objective:

Jaipur Metro Rail Corporation (JMRC) invites Request for Proposal (RFP) from suitable and experienced Bidder/firms for enabling the Third party websites/ Mobile app for online and mobile transaction for JMRC smart card recharge. The main objective of this RFP is to provide the alternative online payment services to JMRC passengers.

Bid Submission and Correspondence

1.2.1 Address for Bid Submission & Correspondence

Executive Director (S&T)
Jaipur Metro Rail Corporation,
Room No 314, 3rd Floor Admin Building, Mansarovar Depot, Bhrigu Path,
Mansarovar, Jaipur. 302020
Tel. No. – 0141-5153706
E-mail: edst@jaipurmetrorail.in

1.2.2 Contact Person

Deputy General Manager (S&T)
Jaipur Metro Rail Corporation,
3rd Floor, Admin Building, Mansarovar Depot, Bhrigu Path,
Mansarovar, Jaipur. 302020
Tel. No. - 0141-5153723
E-mail: dgmsnt@jaipurmetrorail.in

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1.3 Key Details

1	Issue of RFP	19.08.2016
2	E- Bid Processing Fee (Non-Refundable)	Rs.1000/- (By demand draft/ Banker's cheque payable in favour of MD, RISL Jaipur)
3	Cost of RFP document	Rs. 500/- Non-Refundable (D.D./ Banker's Cheque in favour of Jaipur Metro rail Corporation Ltd. payable at Jaipur)
4	Earnest Money Deposit (EMD)/ Bid Security	Rs. 75000/-
5	Queries only in softcopy for Pre Bid Meeting	29.08.2016
6	Date and time of Pre Bid Meeting	02.09.2016 at 3.00 pm
8	Issue of Corrigendum, if any	09.09.2016
9	Submission of RFP	19.09.2016 (up to 1 pm)
10	Physical submission of original DD / BC / BG for BID fee, EMD / Bid Security and e-BID Processing Fee in JMRC office	Up to 19.09.2016 (till 3pm.)
11	Opening of Technical Bid	19.09.2016 at 3.30 pm
12	Opening of Financial Bid	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified Bidders through e-procurement website)
13	Performance Security Deposit	Rs. 5,00,000/-(Rs. Five Lac Only)
14	Validity of Bid	90 days from the last date of submission of the Bid.
14	Contract Period of work	2 years from LOA plus 4 months at max. for integration, deployment, testing and commissioning
15	Websites for Online RFP submission	https://eproc.rajasthan.gov.in

Note: All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhriugu Path, Jaipur- 302020

SECTION II

INSTRUCTION TO BIDDERS

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2.1 General:-

Please note carefully the requirements for submitting Bids, and the date and time for submittal.

- 2.1.1 The Bids may obtain further information/clarification, if any, in respect of these Bid documents from the office of ED/S&T/JMRC, Jaipur Metro Rail Corporation, 'B' Wing, Admin Building, 3rd Floor, Mansarovar Depot, Bhargu Path, Jaipur- 302020. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal**. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- 2.1.2 Bidder submissions will be made online after uploading the mandatory scanned documents towards cost of BID documents such as Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards Bid Security such as Bank Guarantee or Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards e-Bid processing fee and other document as stated in the RFP document.
- 2.1.3 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.1.4 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.1.5 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.1.6 The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- 2.1.7 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.
- 2.1.8 Any Bid not accompanied by valid Earnest Money Deposit/ Bid Security, the cost towards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- 2.1.9 The complete Bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Bid Document (BID fee) is Rs. 500 which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.

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2.1.10 In addition, E-BID processing fee of Rs. 1000 per Bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.

2.1.11 In addition Bid Security as per clause 2.9 below shall be paid.

2.2 Eligibility Criteria:-

The following are the conditions, which are to be necessarily fulfilled, to be eligible for evaluation of the proposal, only those interested Bidders who fulfil the terms & conditions as set out below, should respond to this RFP:

2.2.1 The Bidders should be Indian Company (s)/ Indian Citizen registered under the Indian Companies Act, and/or any other legal entity registered in Indian Law.

2.2.2 The Bidder shall have an annual turnover or at least last 12 months average turnover (till 31 March.2016) of `Rs. 10 Crore (Rupees Ten Crore only). (Proof to be submitted as part of Bid submission).

2.2.3 The contractor should be carrying out minimum 5000 e- commerce transactions per day. (Proof to be submitted as part of Bid submission).

2.2.4 Bidder shall submit as minimum the documents as per Annexure-10 and this RFP.

2.2.5 The Bidder should not have been Black listed by any PSU/PUC/Corporation/ Board or State/Central Government in India. In this regard an affidavit must be submitted duly attested by the notary.

2.2.6 If two or more associate companies exist, only one company will be eligible to Bid. The Bidder should provide a declaration that no subsidiary company of theirs is bidding.

2.2.7 The Bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal.

2.2.8 The Bidder should not involve in any major litigation against any Citizen/PSU/PUC/ Corporation/Board or State/Central Government in India.

2.2.9 The Bidder must have sufficient technical expertise and requisite experience to develop and implement the services as asked in Bid. Also the Bidder should have facilities for payment through Credit card/debit card/net banking or any other method of Payment (Details to be enclosed).

2.2.10 Applicant should have certificate of authorization from RBI to carry out services mentioned in the scope of work (proof for the same to be attached as part of Bid submission) from concerned Authorities. All regulatory compliance needs to be fulfilled by Bidder during the contract period.

2.3 Amendment of Bid Document:-

2.3.1 Prior to due date of submission of Bids, JMRC may, for any reason, whether at its own initiative or in response to clarification or query raised by a prospective Bidder,

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modify the Bid document by issuing amendment (s) thereof Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.

2.3.2 Requests for clarifications shall be furnished in the following format:

S. No.	RFP Clause Reference	RFP Annexure Reference	Query / Clarification sought

2.3.3 Such an amendment in the form of an addendum will be made available at e-tendering website <https://eproc.rajasthan.gov.in> to all prospective Bidders who have purchased the Bid document in the Bid period.

2.3.4 JMRC, in its sole discretion, may extend the deadline for submission and validity of Bids.

2.3.5 If any amendment is effected in the Bid Document, only the amended Bid Document shall be final and determinative.

2.4 Documents Comprising the Bid:-

The Bidder shall, on or before the date and time given in the Notice Inviting Bid, submit his Bid **online** on e-procurement website <https://eproc.rajasthan.gov.in> in accordance with the provision stated in this RFP. Bid comprises of following:

- a) Technical Bid: will include:-
 - i. RFP document with the addenda issued.
 - ii. Annexure 1.
 - iii. Write-ups and supporting documents in support of technical expertise.
 - iv. The documents in support of eligibility criteria as per Annexure-4
 - v. Power of Attorney of submission of Bid as per Annexure-8
 - vi. Documents as per Annexure-10 (except Sr.No.5).
 - vii. Any further document requested in writing by JMRC before submission of Bid
- b) Financial Bid as prescribed in Annexure 2.

2.5 Period of validity of proposal and Bid security:-

The Bid shall be valid for a period of 90 days (both days inclusive i.e. the date of submission of Bids and the last date of period of validity of the Bid) from the latest Date of Submission of Bids. In exceptional circumstances, prior to expiry of the original bidder validity period, the JMRC may request that the Bidder extend the period of validity for a

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specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension.

2.6 Format and signing of Bid:-

- 2.6.1 The Bidder shall prepare and submit the Technical Bid as per the format specified in Annexure 1 and Financial Bid as per the format specified in Annexure 2 as per procedure stated in this RFP.
- 2.6.2 The Bidder shall ensure that the whole Bid submission shall be digitally signed by a person duly authorised to sign on behalf of the Bidder, pursuant to Annexure-8
- 2.6.3 The Bid shall contain no alterations, omissions or additions, except those to comply with Instructions issued by the JMRC, or as necessary to correct errors made by the Bidder.

2.7 SUBMISSIONS OF BIDS:-

- 2.7.1 The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this RFP submits his Bid online on e-tendering website <https://eproc.rajasthan.gov.in>. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 2.7.2 Only 'Bid Security' , e- Bid Processing Fee , and 'Cost of Bid Document' shall be submitted in originals in three separate sealed envelopes(in physical form) as described below along with his Name and address mentioned on above envelopes:

'COST OF BID DOCUMENT', Bid Reference No- F2 (5)/JMRC/O&S/S&T/RFP/E-WALLET/001 , 'Selecting third party website/Mobile app for online and mobile transaction for Jaipur smart card recharge'

'BID SECURITY', Bid Reference No.- F2(5)/JMRC/O&S/S&T/RFP/E-WALLET/001, 'Selecting third party website/Mobile app for online and mobile transaction for JMRC smart card recharge'.

'E-BID PROCESSING FEE', Bid Reference No.- F2(5)/JMRC/O&S/S&T/RFP/E-WALLET/001, 'Selecting third party website/Mobile app for online and mobile transaction for JMRC smart card recharge'.

The above envelopes to be submitted before date and time as per schedule mentioned in the table under Notice Inviting Bid of this RFP at the address mentioned below:

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To,

ED/S&T/JMRC,
Jaipur Metro Rail Corporation Limited,
3th Floor, Admin Building,
Mansarovar Depot,
Bhrigu Path
Jaipur 302020

- 2.7.3 'Bid Security', 'e- Bid Processing Fee' and 'cost of Bid document' submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.
- 2.7.4 JMRC will not be responsible for 'Bid Security', 'e- Bid Processing Fee' and 'Cost of Bid Document' delivered to any other place /person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- 2.7.5 Any Bid not accompanied by valid Bid Security/Earnest Money in acceptable form will be liable to be treated as being non- responsive & shall be rejected.
- 2.7.6 JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 2.7.7 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a Pdf copy of this 'Request for Proposal' with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with Annexure of RFP duly filled in support of eligibility, EMD'/Bid security, Bid fee and e-Bid processing fee and other documents as per Annexure-10. **Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorised representative of the Bidder.**

All the applicable Annexure shall be duly filled, physically signed & scanned (in Pdf format) and digitally signed on each page and to be submitted online as part of technical Bid.

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Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-2

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for Bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name and one time upfront charges in down loaded Financial Bid format as specified (in XLS/ XLSX format only).
- iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).

Note:

- a. Rate quoted should be all inclusive for carrying out activities as detailed in the scope of work. It is to be noted that Service Tax and any other taxes chargeable extra as per the prevailing rate and rules will be paid by the Bidder(s) separately.
 - b. There shall be no TDR transferred to customer/JMRC during entire period of Contract. Applicable taxes/surcharges are to be paid separately and to be borne by the Bidder.
 - c. Cost of integration of third party and AFC system of JMRC is to be borne by the Bidder.
 - d. In respect of Onetime upfront payment to JMRC, Bidder shall quote his Onetime upfront payment to JMRC lump sum amount without service tax. The fixed lump sum amount quoted must not be less than Rs. 15 Lacs. Service Tax, as applicable will be payable by the Bidder in addition to the fixed lump sum amount quoted above.
- 2.7.3 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- 2.7.4 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.8 Modification, Substitution and Withdrawal of Bidders:-

- 2.8.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the JMRC and submitted by the Bidder with or as part of his Bid.

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2.8.2 The Bid submitted online will be taken as a final Bid.

2.8.3 No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids.

2.9 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):-

2.9.1 The Bidder shall submit 'Bid Security' for the sum mentioned in table under Notice Inviting Bid of this RFP, in any one of the following forms:

- a) Irrevocable bank guarantee issue by a Scheduled Commercial Bank based in India in the form given in Annexure – 9. The Bid Security in the form of Bank Guarantee (valid up to 90 days from the Last date of Bid submission) in the format enclosed at Annexure-9 drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- b) Demand Draft/ Bank Draft in favour of Jaipur Metro Rail Corporation Ltd. Payable at Jaipur from a Scheduled Commercial bank based in India. If, in the form of Demand Draft / Bankers Cheque drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur shall form part of the Bid.

2.9.2 The Bid Security / Earnest Money Deposit shall be forfeited in the following cases, namely:

- a. when the Bidder withdraws or modifies its Bid after opening of Bids;
- b. when the Bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- c. when the Bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
- d. when the Bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- e. If the Bidder breaches any provision of code of integrity prescribed for Bidders.

The decision of JMRC in this respect shall be final and binding.

2.9.3 The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events, namely:-

- a. the expiry of validity of Bid security;
- b. the execution of agreement for procurement and performance security is furnished by the successful Bidder;
- c. the cancellation of the procurement process; or
- d. The withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.

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- 2.9.4 The Bid Security of the successful Bidders shall be returned upon the execution of the Contract and the receipt of upfront money. No interest shall be paid on the EMD.
- 2.9.5 If the successful Bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).

2.10 Bid Opening:-

- 2.10.1 The Bids will be opened online on website at the time, date and place as specified in the Notice Inviting Bids of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The Bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- 2.10.2 Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- 2.10.3 Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site.
- 2.10.4 Financial Bids will remain unopened until the time of opening of the Financial Bids.
- 2.10.5 The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bid shall be communicated to technically qualified Bidders through state e-procurement website. The technically qualified Bidders may attend the opening of the Financial Bid, if they so desire.
- 2.10.6 The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The Bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

2.11 Confidentiality of Bid Information and Copyright:-

- 2.11.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

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- 2.11.2 Any effort by a Bidder to influence the JMRC in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bid.

2.12 Clarification of Bids:-

To assist in the examination, evaluation and comparison of Bids, the JMRC may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates, the request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the JMRC in evaluation of the Bids To assist in the examination, evaluation and comparison of Bid, JMRC may, if necessary, ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing only a no change in the price or substance of the Bid shall be sought, offered or permitted.

2.13 Evaluation of Bid

- 2.13.1 Envelopes containing 'Bid security', 'Cost of Bid documents' and 'e-Bid Processing fee' will be opened first. Bids of those Bidders who have not submitted valid 'Bid security', 'e-Bid Processing fee' and 'cost of Bid documents' shall be considered as non-responsive and liable to be rejected summarily.
- 2.13.2 On opening of the Bids, JMRC will first check the 'Bid Security, e-Bid Processing Fee and cost of Bid documents' through online mode by cross verifying with the hardcopy submitted.
- 2.13.3 If the documents do not meet the requirements of JMRC, a note will be recorded accordingly by the Bid Opening Authority.
- 2.13.4 Further documents as requested in this RFP will be evaluated.
- 2.13.5 Evaluation of Responsiveness: the JMRC will determine whether each Bid is substantially responsive to the requirements of the Bid Documents i.e. it conforms to all terms, conditions and specifications of the Bid document. In case of any inconformity, the Bid shall be disqualified and rejected.

2.14 Criteria for Evaluation of Bids:-

The evaluation of Bids of the Bidders will be made on the following parameters:

- 2.14.1 Fulfilment of eligibility criteria for participating in the Bid as specified in clause-2.2 of Section II of this RFP.
- 2.14.2 Submission of required documents as specified in Annexure-10 (checklist) and other as specified in this RFP

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- 2.14.3 Financial offer will be evaluated on the offer submitted on site as per clause 2.7.7 (b) of Section II of this RFP based on the table below:

S.N.	Parameter	Rate	
		In Figures	In Words
1.	One time upfront payment to JMRC in rupees.		

Table-1

- 2.14.4 In respect of Fixed Charges, Bidder shall quote his Onetime upfront payment to JMRC lump sum amount without service tax. The One time upfront payment to JMRC lump sum amount quoted must not be less than Rs.15 Lacs. Service Tax, as applicable will be payable by the Bidder in addition to the one time upfront payment (lump sum) quoted above. If the one time upfront payment (lump sum) quoted by the Bidder is less than Rs.15 Lacs, then his Bid will be considered non –responsive.

2.15 Award criteria

- 2.15.1 The Bidder offering maximum one time upfront payment to JMRC will be the Highest Bidder (H1).
- 2.15.2 The Bidder whose Bid is responsive, complete and in accordance with the Bid Document and has been determined to be the most advantageous offer (H1) to JMRC, as per table 1 above ,will be adjudged as successful Bidder.

2.16 Payment Terms:

- 2.16.1 Fixed Charges: vendor will pay one time upfront payment to JMRC within 30 days of signing the LoA. This amount is **non-refundable**.
- 2.16.2 There shall be no TDR transferred to customer/JMRC during entire period of contract.
- 2.16.3 Applicable taxes/surcharges are to be paid separately and to be borne by the Bidder.
- 2.16.4 Cost of integration of third party and AFC system of JMRC is to be borne by the Bidder
- 2.16.5 The contractor will neither levy any transaction charges for smart card recharges done on its website and /or mobile application from JMRC nor from the User.

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2.17 Right to Accept Any Bid and to Reject Any or All Bids:-

Notwithstanding anything contained in the Bid document, JMRC reserve the right to accept or reject any Bid in its sole discretion or to reject all Bids and annul the Bidding process without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

2.18 Notification of Award:-

Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Acceptance sent through fax/email to be confirmed in writing by Registered/Speed Post/By hand that its Bid has been accepted.

2.19 Signing and Acceptance of Letter of Acceptance:-

- 2.19.1 Upon receipt of the 'Letter of Acceptance' (LOA), the Successful Bidder shall return one copy of the Letter of Acceptance duly signed and stamped by its authorised signatory within 7 (seven) days from the date of issue of Letter of Acceptance.
- 2.19.2 Subsequent to acknowledgement of 'Letter of Acceptance' by the Successful Bidder, an agreement ("Contract Agreement") would be executed between the Successful Bidder and JMRC. The framework of the Contract would be as set out in this RFP at Annexure-5.
- 2.19.3 In case the Successful Bidder fails or refuses to enter into the Contract within the time limit specified in the Letter of Acceptance or any extension thereof as may be decided by JMRC, the Bid Security shall be forfeited.

2.20 Performance Security Deposit:-

The successful Bidder will pay a Performance Security Deposit of Rs. 5, 00,000/- (Rupees Five Lakh only) with JMRC, in the form of Bank Guarantee (Annexure-6) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. or in the form of a demand draft (DD) drawn on a nationalized bank in favour of 'Jaipur Metro Rail Corporation' payable at Jaipur. The performance security shall remain with JMRC beyond six months from completion of contract period of the project. No interest shall be payable to the successful Bidder for the amount deposited as performance security.

2.21 Refund of Performance Security deposit:-

The Performance Security deposit of successful bidder shall be refunded after Six months of expiry of the term of the contract.

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2.22 Forfeiture of Performance Security deposit:

Performance Security deposit shall be forfeited in the following cases:-

- a. When any terms and condition of the contract is breached.
- b. When successful Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/work order.
- c. Proper notice will be given to successful Bidder with reasonable time before performance security deposit is forfeited.
- d. Forfeiture of performance security deposit shall be without prejudice to any other right or JMRC to claim any damages as admissible under the law as well as to take such action against successful Bidder such as severing future business relation or black listing, etc.
- e. Further successful Bidder would be required to obtain all statutory and other approvals, licenses/clearances from the department concern required for implementing the project in the State under this Agreement.

2.23 Corrupt Practices

2.23.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant:

- a. 'Corrupt Practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and
- b. 'Fraudulent Practice' means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.

2.23.2 If it found that Bidder(s) had engaged in corrupt/fraudulent practice in securing and executing the Contracts, JMRC reserves the right:

- a. Not to award Contracts to such Bidder.
- b. To cancel the Contracts, if already awarded. In case of cancellation, JMRC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the Bid Document. JMRC shall also have the right to forfeit the Bid Security and Performance Security of such Bidder, and
- c. To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

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SECTION III

SCOPE OF WORK

Jaipur Metro Rail Corporation
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Terms of References Scope of Work & Functionality

3.1 Scope of Work

JMRC plans to create online payment ecosystem through Vendor(s) to motivate metro smart card users to do online recharges through third party website and/or mobile application. The vendor will incentivize smart card users by doing marketing campaign so as to motivate them to do high value online recharges JMRC today has an average ridership of 25 thousand passenger daily and a fair percentage of passengers are using online platform for their ticketing requirements. The upward scaling of the online ecosystem will increase the customer base on the vendor's platform, thereby increasing the volume of the transaction in vendor other offerings viz. utility bill payment, etc.

3.2 Website recharge

3.2.1 The third party website will provide the option of JMRC Smart Card recharge:

- a) The webpage of the website will prompt the commuter to enter his JMRC Smart Card no. This card number will be verified with the JMRC AFC server.
- b) The commuter will also enter the amount to be recharged to his JMRC Smart Card. Current balance in the card will be obtained from the JMRC AFC server. Maximum possible recharge amount for this card will be defined on the basis of current balance in the card.
- c) The amount equivalent to recharge amount will be debited from the debit card/credit card/net banking/wallet account. Card will be recharged logically equivalent to the deducted amount.
- d) Website server will send this information (JMRC Smart Card no and recharge amount) to JMRC AFC Server. The format of the information to be send to JMRC AFC server shall be as defined in the interface document.
- e) After receiving the information of the card recharge, the JMRC AFC server will reply the status of the transaction which can be processed, rejected or others.
- f) JMRC will receive the corresponding credit on maximum in T+1 day on the basis of successful/failed transactions.
- g) The website needs to be certified by issuers such as Entrust, VeriSign, and Geo Trust etc. for secure communication between the customers and their website. The communication between their server and JMRC AFC server also has to be fully secured as mutually agreed.
- h) The website will follow the standard procedures which may include, but not limited to sending proper mails to customers with the information related to the transaction initiated by the customers; providing prompt support to the customers etc.

3.2.2 The vendor shall extend topping of smart cards through mobile application.

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3.3 The scope of the services to be provided by the Vendor:-

- 3.3.1 Vendor shall be responsible for delivery of service through any of the methods as defined in this section. All issues pertaining to hardware capacity/ software capability at the end of Vendor for delivering these services shall be addressed by them.
- 3.3.2 Similarly all issues pertaining to any aspect of software/hardware including translations, modifications, adaptations or derivation of any application shall also be addressed by Vendor.
- 3.3.3 Software integration between JMRC AFC server and any modification at Vendor system is to be done by Vendor.
- 3.3.4 Vendor will provide detailed interface/information for development of software required for interfacing and integration.
- 3.3.5 Vendor shall provide all the software integration between JMRC relevant servers, Vendor System and leased line management.
- 3.3.6 Vendor shall ensure that the communication of topping-up message to JMRC AFC server from Vendor system shall be immediate. This is to ensure that the commuter is able to get value-added to his CSC at the TOM/Add value machine of metro stations immediately after he/she uses any of the specified vendor channels for topping-up.
- 3.3.7 The Vendor shall credit the amount collected for adding value to the CSC by 11.00 hours on the next day of the transaction (i.e. T+1, where T is day of transaction) to the designated account of JMRC, along with a statement of account; no deduction of any nature shall be made from this amount under any circumstances whatsoever, except when otherwise mutually agreed between the two parties.
- 3.3.8 The Bidder shall have a Helpdesk for attending to the queries of the JMRC. The Vendor shall also handle the settlement and payment related queries by the JMRC.
- 3.3.9 The Vendor shall furnish periodical reports and other information as per format mutually agreed upon between the parties in writing hereto.
- 3.3.10 Vendor shall be responsible to take clearance from RBI/ any other agency for Settlement of transaction done between Vendor system & JMRC System.
- 3.3.11 Necessary modifications required in the AFC system of JMRC for integrating the Third Party websites/ Mobile app for online and mobile transaction for JMRC smart card recharge including the integrating cost will be within scope of the Bidder.
- 3.3.12 Wallet integration on JMRC website for JMRC Smart Card Recharge is also in the scope of the Bidder.

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3.4 The scope of the services that will be provided by the JMRC

- 3.4.1 JMRC will nominate a nodal officer to act as the single point of contract during the period of implementation of works as defined in the scope.
- 3.4.2 JMRC will provide space for carrying advertisement campaign in its premises for the entire duration of the contract. For this, the vendor will be permitted to paste one pamphlet of size 12"X 10" at customer care centre for the entire contract period. This pamphlet will contain information pertaining to JMRC smart card recharge through third party website/mobile app only.
- 3.4.3 Providing unobstructed access, for which vendor has to place formal request and Permission to Work (PTW) wherever it is required for providing the Services as per the Scope of Work.

3.5 Information and data security measures:

- 3.5.1 The Vendor shall take all necessary steps to ensure strict confidentiality of the information provided by the JMRC, during the contract period, after the contract expires or is terminated for any reason. The Vendor shall isolate and clearly identify the JMRC's customer information, documents, records and assets to protect the confidentiality of the information and build strong safeguards so that there is no mingling of information/documents, records and assets, where the service is provided to multiple entities from the same Hardware/Location.
- 3.5.2 The Vendor shall not divulge any Data/information received from the JMRC to any other person/entity without prior written permission of the JMRC and neither will he use the data himself for any other purpose without prior written permission from the JMRC.
- 3.5.3 The Vendor, upon the written request of the JMRC, shall allow the authorized representatives of the JMRC (including internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times to have access to its records relating to its performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the JMRC.

The Vendor shall ensure that websites provides extensive automatic checks that substantially reduce risk. These include but not limited to:

- i. Duplicate order check
 - ii. Frequency of card usage
 - iii. Captures IP address of cardholder performing the transaction
- 3.5.4 The Internet Payment Gateway shall employ 128-bit encryption or higher levels of security while communicating between the AFC server and Vendors server to ensure the security of online transactions. (Ans per RBI guidelines).
- 3.5.5 The Vendor shall employ both software and hardware encryption to ensure the highest level of security.

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- 3.5.6 The Switch and Payment Gateway shall have PCI DSS and EMV compliance.
- 3.5.7 JMRC reserves the right to cancel the Letter of Acceptance, if the successful Bidder fails to sign the agreement within a month of receipt of LOA.

3.6 Customer Complaints Handling:

A complaint addressing machinery shall be set up by the Vendor and customer problems shall be settled within a reasonable time frame to be mutually decided. The Vendor shall provide dedicated Relationship Manager to take care of all issues of JMRC commuters arising out of this contract.

3.7 MIS:-

- 3.7.1 Management Information reports may be provided for the transactions done through Internet/Mobile websites.
- 3.7.2 The structure, format and periodicity of the reports can be mutually decided by vendor and JMRC.
- 3.7.3 The Vendor shall provide web portal for viewing online transaction history/queries with provision of download of reports.
- 3.7.4 The reporting format shall have appropriate filters to retrieve information about specific time period etc.
- 3.7.5 The transaction trace from settlement record up to channel where transaction originated will be available-for fraud control.

3.8 Accounting system:

3.8.1 Collection/Operation Account:

The funds collected from the process of add-value to JMRC CSC using any of the Website recharger channels as detailed in this Bid document in a collection /operation account to be maintained with Vendor.

3.8.2 Settlement & Reconciliation Procedure:-

- i. Settlement shall be automatically triggered at pre-defined cut –off time daily.
- ii. Post settlement, the Vendor shall process & reconcile all transactions performed via all delivery channels.
- iii. It shall be possible to generate settled and unsettled transaction summary alerts. For transactions where reconciliation has failed, they will be flagged for reversal /dispute resolution.
- iv. The Daily Settlement Report (DSR) - This daily report provides summary information of daily settlement amount for JMRC from previous day xxxx to next day yyyy hours (period to be decided mutually by Vendor and JMRC). A monthly settle-

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ment report will be prepared by 5th of the following month in a format & procedure to be mutually devised by the vendor & JMRC during the contract period.

- v. Post settlement, Vendor shall transfer payment of settlement amount on next day (T+1) by 11:00 hours. At all times vendor will maintain an advance of Rs10 lakhs in settlement account.
- vi. The daily report format, period and methodology of reconciling transactions shall be finalized by JMRC with the successful Bidder.

SECTION IV

GENERAL TERMS AND CONDITIONS

Jaipur Metro Rail Corporation
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4.1 Contract Period

4.1.1 The period of the contract for ‘Selecting third party website/Mobile app for online and mobile transaction for JMRC smart card recharge’ will be **two year plus 4 months for interface, deployment, testing and commissioning.**

4.1.2 Extendable for a period one year as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.

4.2 Agreement Effective Date of Contract-

This Contract shall come into force and effect on the date of issue of Letter of Acceptance (LOA) by JMRC. This LOA shall continue to remain an active Agreement between JMRC and the Bidder till formal Contract Agreement has been signed.

4.3 Force Majeure

Force majeure shall mean only act of God, epidemic, earthquake, landslide, volcano, eruption, floods, cyclone, lightening, war invasion, armed conflict or any other activity or foreign enemy like blockage embargo, terrorist attacks and other unforeseen nature disaster beyond the control of human being. For purposes of this clause, “force Majeure” means an event beyond the control of the Successful Bidder and not involving the Successful Bidder fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on JMRC

If a Force Majeure situation arises, the Successful Bidder shall promptly notify JMRC in writing of such conditions and the cause thereof. Unless otherwise directed by JMRC, the Successful Bidder shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.

4.4 Event of Default

The following events shall be considered as Event of Default:

4.4.1 If the Successful Bidder fails to perform its any obligation (s) as mentioned in the RFP & Agreement.

OR

4.4.2 If the Successful Bidder, in the judgment of JMRC has engaged in corrupt fraudulent practices in competing for executing the agreement AND due to inter-alia the filing of bankruptcy proceedings.

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4.5 Consequences of Event of Default/Termination Agreement

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 Where the Successful Bidder fails to perform its any obligation (s) as mentioned in the RFP& Agreement.

4.6 Consequences of Termination of Agreement:-

In case of termination of agreement, JMRC shall be entitled to:

- 4.6.1 Invoke the Security Deposit and other Performance Security Deposit furnished hereunder.
- 4.6.2 Right to use in perpetuity and composite rights to all processes as has been developed and to deal with the said processes in such manner that the JMRC deems fit.
- 4.6.3 Nothing herein shall restrict the right of the JMRC to invoke the Security Deposit and Performance Security Deposit furnished here under, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the JMRC under law.
- 4.6.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

4.7 Disputes Resolution

- 4.7.1 JMRC and Successful Bidder shall make every effort to resolve disputes amicably by direct informal negotiation. Any disagreement or dispute arising between them under or in connection with the agreement will be settled at the level of Head of Department of JMRC.
- 4.7.2 If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach/supply or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination to this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/ by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties, The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives fifteen (15) days' notice to refer the dispute arbitration to the other Party in writing.

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- 4.7.3 In case dispute is not settled amicably within stipulated time, same shall be referred to the Sole Arbitrator. Both the parties agree to appoint Chairman and Managing Director, JMRC as Sole Arbitrator and his awards shall be final and binding upon both the parties.
- 4.7.4 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 4.7.5 The Arbitration proceedings shall be held in Jaipur, Rajasthan, India.

4.8 Conflict of Interest

The Successful Bidder must disclose to the JMRC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder himself or his Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

4.9 Liquidated Damages

In case of unauthorized use or disclosure of the CONFIDENTIAL INFORMATION, JMRC shall be entitled to liquidate damages in the amount of Rs. `10,000/- for each such use or disclosure. Notwithstanding the right to liquidated damages, the JMRC has the right to take any measures available and to claim and receive a higher amount of compensation if the JMRC can prove that actual damage sustained will exceed the amount of liquidated damages.

4.10 Signer's Representation

The/this Bid/contract has been duly authorized executed and delivered by the parties and constitute a legal, valid and Bidding upon each of them. Each person placing his/her signature below represents and warrants that he/she is signatory duly authorized to submit/execute this Bid/contract on behalf of <successful Bidder name> or JMRC as is respectively applicable.

4.11 General Conditions:-

- 4.11.1 The terms and conditions shall be governed by and construed/change in law in accordance with the laws of India and the State of Rajasthan.
- 4.11.2 JMRC will not assume any liability and will not be made party in ANY dispute regarding the successful Bidder's services in any court of law. In case, JMRC is made party in any dispute, all kind of responsibility related to that dispute shall be borne by the successful Bidder.
- 4.11.3 The Successful Bidder must indemnify and hold harmless the JMRC against any or all losses, claims, damages, liabilities, costs, penalties etc.
- 4.11.4 No change or modification in the terms and conditions shall be valid unless the same is in writing and signed by the both Parties hereto.

SECTION V
BID FORMS & ANNEXURES

Jaipur Metro Rail Corporation
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Annexure-1

Technical Bid for Selecting Third party website/Mobile app for online and mobile transaction for JMRC Fare Collection System

To,
ED/S&T/JMRC,
Jaipur Metro Rail Corporation Limited,
3th Floor, Admin Building,
Mansarovar Depot,
Bhrigu Path,
Jaipur- 302020.

Reference: **RFP No.- F2 (5)/JMRC/O&S/S&T/RFP/E-WALLET/001 Dated: - 19.08.2016.**

Dear Sir,

- i. We hereby submit our technical proposal for Bid for Selecting Third party Web based Smart Card Recharge for JMRC Fare Collection System under reference:

1	Name of the Bidder		
2	Name and Designation of Authorized signatory		
3	Registered Office Address of Bidder		
4	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	NO
i	Certificate of Authorization from RBI		
ii	Whether any mobile application exist		
iii	Local set-up in Jaipur for operations and support		
iv	Eligibility criteria as per Annexure-4		
6	Number of similar projects as per the scope of work described.		

- ii. We enclose a Bank guaranty/DD No.....dated.....for Rs.75,000 (Seventy five thousands only), towards Earnest Money /Bid Security drawn in favour of Jaipur Metro Rail Corporation Ltd, Jaipur (should be drawn on any Scheduled Commercial Bank).This is enclosed in a separate cover.
- iii. We have downloaded/not downloaded the Bid document from the JMRC website and have enclosed/already paid a DD/ any other instrument No.....datedfor Rs. 500 (Rupees Five Hundred only).*Strike off whichever not applicable. This is enclosed in a separate cover.

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- iv. We enclose a Bank DD/BC No.....dated.....for Rs.1000(One thousands only), towards e-Bid processing fee drawn in favour of MD, RISL Jaipur (should be drawn on any Scheduled Commercial Bank).This is enclosed in a separate cover
- v. We have submitted Bids as per stipulated procedure and have not disclosed the price Bid in other than financial proposal.
- vi. We agree to abide by all the conditions mentioned in the Bid (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

DECLARATION:

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

SIGNATURE OF BIDDER WITH SEAL

DATED:-

PLACE:-

Details of Enclosures:

Jaipur Metro Rail Corporation
Request For Proposal (RFP) for Selecting Third Party Websites/ Mobile app
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Annexure 2

(To be Submitted in Financial Bid proposal online only)

S.N.	Parameter	Amount (INR)	
		In Figures	In Words
1.	One time upfront payment to JMRC		

Table 1

Note:

- a. There shall be no TDR transferred to customer / JMRC during entire period of contract.
- b. Applicable taxes/surcharges are to be paid separately and to be borne by the Bidder.
- c. Cost of integration of third party and AFC system of JMRC is to be borne by the Bidder
- d. JMRC reserves right to take similar services from other third party e-wallet service providers.
- e. In respect of Fixed Charges to be quoted above at Table-1, Bidder shall quote his fixed lump sum amount without service tax. The lump sum amount quoted in above table must not be less than Rs. 15 Lacs. Service Tax, as applicable will be payable by the Bidder in addition to the fixed lump sum amount quoted above.

1. **Award Criteria:** The evaluation of Bids will be as under:

The Bidder offering maximum one time upfront payment to JMRC will be the Highest Bidder (H1).

The Bidder whose Bid is responsive, complete and in accordance with the Bid Document and has been determined to be the most advantageous offer (H1) to JMRC, as per Table 1 above, will be adjudged as successful Bidder.

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2. DECLARATION:

We have submitted Bids as per stipulated procedure and have not disclosed the price Bid in other than this financial proposal.

SIGNATURE OF BIDDER WITH SEAL

DATED

PLACE

Details of Enclosures:

Jaipur Metro Rail Corporation
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Annexure-3

Bidder's Profile		
1.	Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail	
4.	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company	
5.	Is the firm registered with sales tax department? If Yes, submit valid sales tax registration certificate.	
6.	Number of offices in Rajasthan and in India	
7.	Submit details of the consortium (if any) including name and address of the consortium members, contact details, roles and responsibilities to be performed by prime Bidder and its consortium members with legal authentication.	
8.	PAN Details of all members	
9.	<p>Details of court litigations, including (but not limited to) –</p> <p>Have you filed any claim against any Company / Institutions /PSU/JMRC for such type of project? If so, give details like case no., court dispute involved and present status.</p> <p>Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details.</p> <p>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	

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Annexure-4

Bidder Should Mark Page No. on Enclosures Submitted in Evidence of Eligibility Criteria

Sr. No.	Documents to be Submitted	Page No.	Compliance (Yes/NO)
1	Bid Authorization Letter (The letter of authorization shall be indicated by written Power of attorney accompanying the Bid)		
2	Bid Security Deposit of Rs. 75,000/- (Rs. Seventy Five Thousands Only)		
3	Name & Address of The Bidder		
4	Location of Corporate Head Quarters		
5	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail		
6	Bidder/Prime Bidder shall provide an attested copy of- Pan Card Company Registration Certificate Sales Tax Registration /VAT Clearance certificate Service Tax Registration Certificate Sales Tax Returns of Last Year Income Tax Return of Last Three Assessment Years Certified Audited Copies of Balance Sheets/Profit & Loss Accounts/Annual Reports for the Last Financial Year		
7	A Certificate from a Chartered Accountant (CA) firm regarding bidding Bidder have an annual turnover or at least last 12 months average turnover (till 31 March.2016) of `10 Crore (Rupees Ten Crore only).		
8	An affidavit duly attested by the notary that the Bidder not have been Black listed by any PUC/PSU/Corporation/Board or State/Central Government in India.		
9	An undertaking from the Bidder on company letter-head to the fairness of these documents in support of their claim while submitting the Bid.		
10	In case of consortium, signed partnership deed between prime Bidder and its consortium.		

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11	Proof of carrying out minimum 5000 e- commerce transactions per day.		
12	A declaration that no subsidiary company of the Bidder is Bidding		
13	A declaration that the Bidder is not involve in any major litigation against any Citizen/PSU/PUC/ Corporation/Board or State/Central Government in India.		
14	A certificate of authorization from RBI to carry out services mentioned in the scope of work from concerned Authorities.		
15	Declaration that all regulatory compliance is being fulfilled by Bidder during the contract period.		

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Annexure-5

CONTRACT AGREEMENT

CONTRACT NO.

Dated.....

WHEREAS the Contractor has offered a Bid for 'Selecting Third Party websites/Mobile app for online and mobile transaction for JMRC smart card recharge " and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

JMRC agrees to hire and the Contractor agrees to be hired as a Selecting Third Party websites/Mobile app for online and mobile transaction for JMRC smart card recharge for Jaipur Metro Rail Project under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- The RFP document with all its Annexures
- Letter of Acceptance
- Contractor's Proposal with all its Annexures
- Any other documents forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, as referred to herein as the Contract Documents also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the JMRC, whose decision shall be final.

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the Selecting Third Party websites/Mobile app for online and mobile transaction for JMRC smart card recharge and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the JMRC at the rates and terms and in the manner set forth in the Contract Documents.

Clause 3 Obligation of the JMRC:

The JMRC agrees, subject to the terms and conditions of the Contract Documents, to provide unobstructed access wherever it is required for providing the Services as per the Scope of Work and terms and in the manner set forth in the Contract Documents.

Clause 4 Contract Price:

The JMRC / Contractor (as applicable) agrees to pay for the services under the Scope of this contract and the Contractor / JMRC (as applicable) agrees to accept the sums mentioned below, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to

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the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

ED/S&T/JMRC,
Jaipur Metro Rail Corporation Limited,
3rd Floor, Admin Building,
Mansarovar Depot,
Bhriгу Path
Jaipur-302020

Clause 6 Obligation of tax law

Both the parties shall ensure full compliance with tax laws of India with regard to this contract and shall be responsible for the same. Either party shall keep the other party fully indemnified against his liability of tax, interest, penalty, etc. in respect thereof which may arise.

Clause 7 Integration

The JMRC agrees that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10 Jurisdiction of court

Courts at Jaipur shall have the exclusive jurisdiction to try all the disputes arising out of this agreement.

In WITNESS THEREOF, The parties have caused this Contract to be signed in their respective names as of the day and year first written above.

JMRC, The JMRC The contractor

Jaipur Metro Rail Corporation Limited -----

(.....)

WITNESS

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ANNEXURE-6

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSITS

(To be submitted by the successful Bidder at the time of agreement)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the Selected Bidder of the terms & conditions to be contained in a Contract Agreement for Selecting Third party websites/ Mobile app for online and mobile transaction for JMRC smart card recharge vide **RFP No.F2(5)/JMRC/O&S/S&T/RFP/E-Wallet/001 Dated:- 19.08.2016** issued by JMRC for Selecting Third party websites/ Mobile app for online and mobile transaction for JMRC smart card recharge

1. we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Contract agreement or RFP or against any penalty imposed by JMRC on the Selected Bidder on such grounds.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Selected Bidder shall have no claim against us for making such payment.

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4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 34 Months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and Bid have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the Contract agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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ANNEXURE-7

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(5)/JMRC/O&S/S&T/RFP/E-WALLET/001, Dated:-19.08.2016** issued by JMRC for SELECTING THIRD PARTY WEBSITES/MOBILE APP FOR ONLINE AND MOBILE TRANSACTION FOR JMRC SMART CARD RECHARGE 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).

We have enclosed Bids as per stipulated procedure and have not disclosed the price Bid in other than the financial Bid 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 90 days from the last date of Bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

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ANNEXURE-8

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..... son /daughter of Shri.....and presently residing at, who is presently 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 THIRD PARTY WEBSITES/MOBILE APP FOR ONLINE AND MOBILE TRANSACTION FOR JMRC SMART CARD RECHARGE" (RFP No. F2(5)/JMRC/O&S/S&T/RFP/E-WALLET/001-Dated:-19.08.2016) 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.

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 2016.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

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Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

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ANNEXURE-9

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act)

1. KNOW ALL MEN by these presents that we _____
(Name of Bank) of India, having our registered office
at _____ (hereinafter called "the Bank") are bound
unto Jaipur METRO RAIL CORPORATION (hereinafter called "the JMRC") in sum of
Rs. _____ for which payment well and truly to be made
to the said JMRC, the Bank binds himself, his successors and assigns by these presents.
2. WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder")
has submitted his BID dated _____ for Contract RFP..... (Hereinafter
called "the BID". WHEREAS the Bidder is required to furnish a Bank Guarantee for the
sum of Rs. _____ (Amount in figures and words)
as BID Guarantee against the Bidder's offer as aforesaid, AND WHEREAS
_____ (Name of Bank) have, at the request of the Bidder, agreed
to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the JMRC may without affecting this guarantee grant time or other indulgence to
or negotiate further with the Bidder in regard to the conditions contained in the said
BID and thereby modify these conditions or add thereto any further conditions as may
be mutually agreed upon between the JMRC and the Bidder.
 - b. That the guarantee herein before contained shall not be affected by any change in
constitution of our Bank or in the constitution of the Bidder. Contract **(RFP No.
F2(5)/JMRC/O&S/S&T/RFP/E-WALLET/001- Dated:-19.08.2016)**: Selecting
Third party websites/ Mobile app for online and mobile transaction for JMRC smart
card recharge.
 - c. That any account settled between the JMRC and the Bidder shall be conclusive
evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force
till..... (Date to be filled up) (Up to days from the date of BID).
 - e. That the expression "the Bidder" and the "the Bank" herein used shall, unless such an
interpretation is repugnant to the subject or context, include their respective succes-
sors and assigns.
4. THE CONDITIONS OF THIS OBLIGATION ARE:
 - a. If the Bidder withdraws his BID during the period of BID validity specified in the Form
of BID, or
 - b. If the Bidder does not accept the correction of his BID price in terms of Instruction of
Bidders
 - c. If the Bidder having been notified of the acceptance of his BID by the JMRC during the
period of BID validity:
 - i. Deleted
 - ii. Fails or refuses to enter into a Contract within the time limit specified in "Instructions
to Bidders".

We undertake to pay to the JMRC the above amount upon receipt of his first written demand,
without the JMRC having to substantiate his demand provided that in his demand the JMRC
will note that the amount claimed by him is due to him owing to the occurrence of any one or

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more of the conditions a, b, c mentioned above, specifying the occurred condition or conditions.

Signature of Authorised Official of the Bank: _____

SIGNATURE OF WITNESS

Name of Official:

1. _____

Designation

2. _____

STAMP/SEAL OF BANK

3. _____

NAME OF WITNESS

Address of witness

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Annexure – 10

Documents comprising the Bid

(To be submitted online)

1. RFP with addendum, if any (duly signed and stamped PDF file).
2. Scanned copy of DD/BC/BG for cost of Bid, Bid security, E- Bid processing fee.
3. The document in support of eligibility criteria as per Annexure-4.
4. Technical proposal as per Annexure-1
5. Financial Proposal as per Annexure- 2 ONLY is
6. Bidder Profile as per Annexure-3.
7. Declaration of Acceptance of terms and conditions as per Annexure-7.
8. Power of attorney as per Annexure-8
9. Other documents to fulfil the required of this RFP, if any POA, PB.