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## **JAIPUR METRO RAIL CORPORATION LTD.**

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

Dated: 04.01.2019

### **RFP FOR SELECTING AGENCY FOR IMPLEMENTATION OF QR CODE AT JMRC STATIONS**

<b>REQUEST FOR PROPOSAL</b>
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**Jaipur Metro Rail Corporation Ltd.**

2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan ,  
Tilak Marg, C-Scheme, Jaipur (Rajasthan)- 302005  
Website: [transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc)  
CIN: U60221RJ2010SGC030630

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### **DISCLAIMER**

This RFP is neither an agreement nor an offer by the Corporation to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Corporation, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Corporation is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Work and the Corporation reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the bidder and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

## 1. NOTICE INVITING BID

### 1.1 INTRODUCTION

- i. 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.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3<sup>rd</sup> June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. Phase 1A is of 9.6 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present.
- iv. JMRC is planning to implement QR code at JMRC Stations to provide the passengers with non-cash payment facility for buying tickets (Tokens and Smart Cards), Add Value the Smart cards, etc.
- v. As part of this, Jaipur Metro Rail Corporation (JMRC) invites online Bids in two packet system, from reputed, established and financially sound agencies for implementation of QR Codes at JMRC Stations through an open competitive bidding process, for a period of 3 years, in accordance with terms and conditions set forth in this RFP document.

### 1.2 SCHEDULES AND DATE TO THE INVITATION OF RFP

S. No.	Item	Particulars
i.	Date of Issue of RFP	04.01.2019
ii.	Websites for downloading/uploading tender Document and subsequent clarification / modification, if any.	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>
iii.	Cost of Bid Document (Non-Refundable)	<b>Rs. 1180/-</b> (Rs. 1000/- Bid Cost + 18% GST) by Demand Draft / Bankers Cheque, payable in favour of <b>Jaipur Metro Rail Corporation Ltd.</b> payable at Jaipur.
iv.	e-tender Processing Fee (Non-Refundable)	<b>Rs. 1180/-</b> (Rs. 1000/- Bid Cost + 18% GST) by Demand Draft / Bankers Cheque, payable in favour of <b>Managing Director, RISL</b> payable at Jaipur.
v.	Estimated One Time Upfront Payment	Rs. 50,00,000/-

vi.	Earnest Money Deposit (EMD)/ Bid Security	Rs. 1,00,000/- ( 2% of the Estimated Cost) by Demand Draft / Bankers Cheque/ Bank Guarantee, payable in favour of Jaipur Metro Rail Corporation Ltd. payable at Jaipur
vii.	RFP Download Start Date	05.01.2019 (10:00 Hrs)
viii.	Online Bid Submission Start Date / Time	05.01.2019 (10:00 Hrs)
ix.	Last date and time for online Bid submission	31.01.2019 (10:00 Hrs)
x.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office.	30.01.2019 (17:00 Hrs)
xi.	Date and time for opening of Technical Bid	31.01.2019 (11:30 Hrs)
xii.	Date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website)
xiii.	Submission Bid Validity	90 days from the last date of submission of the Bid.
xiv.	Website for online Bid Submission	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
xv.	Duration of Contract	3years
xvi.	Performance Security Deposit	Rs. 5,00,000/- by Demand Draft / Bankers Cheque/ Bank Guarantee, payable in favour of <b>Jaipur Metro Rail Corporation Ltd.</b> payable at Jaipur

**Note:**

- i. All technical bids will be opened online on the specified date & time in presence of bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be notified on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- iii. Physical submission of bid is not allowed.
- iv. JMRC will not be responsible for any delay in submission of on line bid due to any reason.
- v. All bidders interested to participate may contact following officer of JMRC in case of any queries:

Deputy General Manager (Signal & Telecom), JMRC,  
 Jaipur Metro Rail Corporation Ltd.  
 Mansarovar Depot,  
 Room No. 317, 3<sup>rd</sup> Floor, Admin Building,  
 Mansarovar, Jaipur-302020  
 Tel. No.0141-2822123  
 Email: [dgmsnt@jaipurmetrorail.in](mailto:dgmsnt@jaipurmetrorail.in)

### 1.3 ELIGIBILITY CRITERION FOR THE BIDDERS

S. No.	Eligibility Criteria	Documents to substantiate the same
i.	<p>The bidder should be:</p> <p>a. A proprietor ship firm, or</p> <p>b. A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, or</p> <p>c. A company incorporated under the Companies Act, 1956</p> <p>and</p> <p>Should be in existence since last three financial years excluding the current financial year, i.e., should be registered <b>on or before 31 .03.2015.</b></p>	<p>a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc.</p> <p>b. Articles of Association &amp; Memorandum of Association (If applicable)</p>
ii.	<p>The bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company/ government department / public sector organisation during last 3 financial years ending 31.03.2018 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.</p>	<p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm. (Annexure-IV of RFP).</p>
iii.	<p><b>Turnover:</b></p> <p>The bidder should have average annual financial turnover of Rs. 1 Crore /- (Rupees One Crore) in last three financial years (2015-16, 2016-17 and 2017-18).</p>	<p>Bidder is required to present the data as per Annexure-V along with supporting documents for last 3 financial years as mentioned below:</p> <p>Audited Balance Sheet showing the required turnover, certified by a Chartered Accountant with Stamp and Signature.</p>

v.	<b>User Base:</b> The Agency should have a minimum 750 lakh registered users.	Agency shall submit a declaration regarding it. ( From Authorised Signatory)
vi.	<b>Annual transactions:</b> The Agency should have a minimum 150 lakh annual transactions.	Agency shall submit a declaration regarding it. ( From Authorised Signatory)
vii.	The agency should have required certifications adequate security and other certifications pertaining to RBI guidelines.	Agency shall submit declaration with all the details and supporting documents.
viii.	Bidder should possess the following documents at time of bid Submission.	a. Income Tax registration (PAN) b. GST Registration

**Note:** All the documents as per requirement of the RFP must be in the name of bidder firm only.

You are requested to submit your Proposal online as per the terms and conditions set forth in this RFP document.

**Executive Director (S&T)**  
**Jaipur Metro Rail Corporation**

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## 2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein unless repugnant to the context or meaning thereof:

- **“Agency”** means the successful bidder who has signed Contract Agreement pursuant to this RFP.
- **“Agreement”** means the Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance as per the format at Annexure- VI;
- **“Addendum/Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **“Applicant(s)/Bidder(s)”** means interested bidder(s) submitting a Proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a bidder in response to and on the terms and conditions contained in this Bid Document / RFP.
- **“Bid Document”** shall mean this RFP document, including all annexure attached hereto and any addendum issued in accordance with the terms hereof.
- **“Bidder Authorization”** shall mean the authorization to the person signing the bid as per Annexure VII - Power of Attorney in favour of the person signing the bid.
- **“JMRC/JMRCL/ Jaipur Metro/ Corporation/ Metro”** means Jaipur Metro Rail Corporation;
- **“Letter of Acceptance (LoA)”** means the written notice issued by JMRC to the selected bidder(s) intimating the acceptance of selected bidder's Proposal for the award of Contract;
- **“Proposal(s)”** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/proposal submitted by the respective bidders, in response to and on the terms and conditions contained in this RFP;
- **“RFP”** means this ‘Request for Proposal’ for licensing of exclusive advertisement rights inside nine Jaipur Metro Stations;



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### 3. INSTRUCTIONS TO BIDDER

#### 3.1 GENERAL INSTRUCTION

- i. This RFP (Request for Proposal) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The bidders are advised to explicitly read this RFP document, addendum / corrigendum/clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website <https://transport.rajasthan.gov.in/jmrc> & state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and General Condition of Contract (GCC) Manual, available on Corporation's website <https://transport.rajasthan.gov.in/jmrc> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP & GCC Manual.
- iii. Each bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process.
- iv. If any change/ addition / deletion is made by the bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of license agreement, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the bidder.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or over writing. However, whitener should not be used for any alterations.
- vi. Bids received after the last date and time for depositing Bid shall not be considered. Bids sent by fax, post or e-mail will not be considered.
- vii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be submitted online not later than the date and time indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

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- x. The bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.
  - xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :–
    - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
    - b. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
    - c. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
    - d. Fails to provide clarifications related thereto, when sought.
  - xii. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
    - a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
    - b. consult with any bidder in order to receive clarification or further information;
    - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any bidder; and/ or
    - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any bidder.
  - xiii. 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.
  - xiv. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.
  - xv. Any Bid not accompanied by valid Earnest Money Deposit (Bid Security), e-tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
  - xvi. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the Bidding Document by the issuance of addenda/ corrigenda, on the websites referred at Clause 1.2 (ii) of the RFP.
  - xvii. 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.

### 3.2 DUE DILIGENCE BY THE BIDDER

- i. The bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the bidder's own risk & responsibility.
- ii. Bidders are advised to carry out extensive survey and site visit and analysis at their own cost, before submitting the Bid.

### 3.3 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>. **Cost of Bid Document** (Tender fee) Rs. Rs. 1180/- (Rs. One Thousand One Hundred and Eighty only) 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 Tender fee is non-refundable.
- ii. In addition, **E-tender processing fee** Rs. 1180/- (Rs. One Thousand One Hundred and Eighty only) shall be paid in the form of demand draft/ banker's cheque of scheduled bank drawn **in favour of 'Managing Director, RISL', payable at Jaipur**.
- iii. Any bid not accompanied by proof of payment of cost of bid document (tender fee) / e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected.

### 3.4 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn **in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur**, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 90 days from the Last date of Bid submission**) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- ii. The Bid Security / EMD shall be deposited in JMRC office as prescribed in Clause 3.5 (iv).
- iii. 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 summarily rejected.
- iv. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases:

- 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 specified in the RTPP Act and Chapter VI of the RTPP Rules.

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

- v. The Bid Security / Earnest Money of successful bidder may be adjusted against Performance Security Deposit or shall be refunded after deposition of the full Performance Security Deposit, as the case may be.
- vi. 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 license agreement and full 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.
- vii. 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).
- viii. The EMD of unsuccessful bidders will be refunded/returned after signing of the Contract Agreement with the successful bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD.

### 3.5 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this tender. Bids sent by post, fax or e-mail or presented in person will not be considered.
- ii. The bidder should get itself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <https://transport.rajasthan.gov.in/jmrc> and state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

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- iii. **To participate in online bidding process, bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.**
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. In addition to this, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee and EMD must be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of the RFP**, by the scheduled date and time as per NIB Clause 1.2 (iii), (iv) & (vi).
- Executive Director (S&T)*  
*Jaipur Metro Rail Corporation Limited,*  
*Mansarovar Depot,*  
*3<sup>rd</sup> Floor, Admin Building,*  
*Mansarovar, Jaipur - 302020.*
- In absence to physical submission of the DD/ Bankers Cheque / BG for Tender Fee, e-tender Processing Fee and EMD in JMRC, the Bid shall summarily be rejected.
- v. 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.
- vi. Utmost care must 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.
- vii. **A single-stage two bid 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 Annexures of RFP duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be signed and**

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**stamped on each page, before scanning, 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.

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

**b) Part-B: Financial Bid (BOQ)**

This Part should contain the Financial Bid in the prescribed format as per Annexure-X.

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.
- ii. The same XLS/ XLSX file is a password protected file. Don't unprotect the file.
- iii. Fill '**Bidder's Name**' & quote the **One time Upfront Payment** in Green background cells in the downloaded Financial Bid format. Don't fill-in other colour cells.
- iv. Validate the above sheet and save the same file in your computer and upload this duly filled file.

**Note:** One Time Upfront Payment should be quoted considering charges for carrying out activities as detailed in the Scope of Work. No extra charges are to be paid by JMRC for implementing the Scope of Work of this RFP.

**3.6 EVALUATION OF BID**

- i. The bids will be opened online on website at the date and time, place as specified in the NIB Clause 1.2(xi) 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.
- ii. Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.



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- iv. The Financial Bids of only those bidders who clear Technical evaluation stage will be opened & evaluated. The date and time of opening of financial bid shall be communicated to technically qualified bidders through state e-procurement website <https://eproc.rajasthan.gov.in>. The technically qualified bidders may attend the opening of the financial bid, if they so desire.
  - v. The bidders or their authorized representatives who want to be present to witness the financial bid opening shall sign on 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.
  - vi. The **financial evaluation** shall be done on the basis of the One Time Upfront Payment as quoted by the Bidder in the Financial Bid / BOQ. Out of these, the bidder whose quote is highest (H1) will be finally selected and adjudged as the successful bidder.
  - vii. In case two or more responsive bidders have quoted the same One Time Upfront payment, which is also the highest amount offered, then JMRC will resort to an open auction among the same bidders (i.e., who have quoted the same One Time Upfront Payment) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
  - viii. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
  - ix. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily highest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
  - x. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
  - xi. No further discussion/ interface will be held with the bidders whose bids are rejected/ disqualified / technically disqualified.

### 3.7 AWARD OF CONTRACT AND SIGNING OF CONTRACT AGREEMENT

- i. Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. 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**

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**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. The Bank Details for the Submission of the Onetime Upfront Payment shall be provided by JMRC to the Successful Bidder after the Acceptance of LOA by the successful Bidder.

- iii. The Successful Bidder shall commence all the installation work as required to complete the Scope of work as defined in Clause 4.2 of this RFP after the approval to the Final Design by JMRC and shall be completed within 30 days from the date of Issue of LOA. The training to the Operation Staff shall be done after complete installation of the final Design and shall be completed within 30 days of the issue of LOA.
- iv. Contract Agreement on a non-judicial stamp paper of appropriate value as per stamp act, as per format at Annexure –VI shall be executed between the successful bidder and JMRC within 22 days of issue of LoA and shall be subsequent to the successful reception of the One Time Upfront payment and Performance Security Deposit by JMRC and completion of all the work as per clause 3.7 (iii) of this RFP to the satisfaction of JMRC. The original copy of the agreement shall be retained by JMRC and the copy shall remain with agency.
- v. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- vi. Till the signing of the Contract Agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder as per terms of this RFP.
- vii. The cost of stamp duty for execution of Contract agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.
- viii. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified in the above clause. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- ix. If the bidder fails to deposit the required One Time Upfront payment or Performance Security Deposit or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit (Bid Security) in part, or in full at the discretion of JMRC. Any request for extension of time for deposition of One Time Upfront payment or Performance Security Deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request.
- x. The One Time Upfront Payment is non refundable.



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- xi. In case of non-acceptance of LoA or non-deposition of One Time Upfront Payment or non-signing of Agreement by the successful bidder, even after 45 days of issue of LoA, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.
  - xii. There will be no liability of JMRC for the work done before signing of the contract.

### **3.8 PERFORMANCE SECURITY DEPOSIT**

- i. The successful Bidder shall submit a Performance Security Deposit of Rs.5,00,000/- (Rupees Five Lakh only) with JMRC, in the form of Bank Guarantee (Annexure-IX) 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 within 20 days of the issuance of LOA.
- ii. The performance security shall remain with JMRC beyond 60 days from completion of all contractual obligations of the Bidder, including warranty obligations (if any).
- iii. No interest shall be payable to the successful Bidder for the amount deposited as performance security.

### **3.9 REFUND OF PERFORMANCE SECURITY DEPOSIT**

The Performance Security deposit of successful bidder shall be refunded after 60 days of expiry of the term of the contract.

### **3.10 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.

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.

## 4. SPECIAL CONDITIONS OF CONTRACT (SCC)

### 4.1 OBJECTIVE OF WORK

- To provide a Non Cash payment option to the passengers through QR Code.
- To increase Digital Payment adhering to 'Digital India Mission' of Government of India.
- To augment Non Fare Revenue of JMRC.

### 4.2 SCOPE OF WORK

#### 4.2.1 Introduction to the Station Layout and Conditions

There are total 9 stations in phase 1A of JMRC and 2 stations in phase 1B of JMRC. The station has entry and exit gates on 2 Sides and is divided into Paid and Unpaid area. All the stations have 2 Excess Fare Offices (EFOs) catering the requirement of both the paid and unpaid areas and minimum 2 TOM, one in unpaid area each side. EFOs have a functionality of selling tokens, Add Value in Smart cards, Adjusting the cards and Tokens, charging penalty, etc. while the TOM is majorly used to sell the tokens. The Summary is as:

S. No.	Station	Status	No. of EFOs	No. of working TOMs
1	Mansarovar	Operational ( Phase 1 A)	2	2
2	New Atish Market	Operational ( Phase 1 A)	2	2
3	Vivek Vihar	Operational ( Phase 1 A)	2	2
4	Shyam Nagar	Operational ( Phase 1 A)	2	2
5	Ram Nagar	Operational ( Phase 1 A)	2	2
6	Civil Lines	Operational ( Phase 1 A)	2	2
7	Metro Railway Station	Operational ( Phase 1 A)	2	2
8	Sindhi Camp	Operational ( Phase 1 A)	2	2
9	Chandpole	Operational ( Phase 1 A)	2	2
10	Badi Chaupar*	Under Construction ( Phase 1 B)	2	2
11	Choti Chaupar*	Under Construction ( Phase 1 B)	2	2

\*Stations are likely to be put in Revenue Operation in/after July 2019.

The counters (both EFO and TOM) have no availability of any instrument to have an access to internet. The operator is not allowed to carry mobile phone in the counters. Since the operators are working in shifts, there is no fixed staff for a fixed counter. There is a centralised Revenue Cell to monitor and control the Operation activity at the Stations.

#### 4.2.2 Detailed Scope of Work

The scope of work includes:

- i. To provide QR Code (**Open Loop UPI QR**), initially at 18 No. of EFOs upto Chandpole Station which are existing in operation and later at 4 No. of EFOs at Choti Chaupar and Badi Chaupar which are likely to be put in Revenue Operation in/after July 2019. JMRC may further ask to provide additional QR Codes at the TOMs of existing and upcoming stations which shall be provided on mutually agreed terms, for Non Cash Payment at EFOs/TOMs at JMRC Stations.
- ii. To provide a Confirmation Mechanism for the Payment done on Real time basis for the Operator. The approval of the Confirmation Mechanism needs to be taken from JMRC by the successful bidder after the issuance of LOA and before installation at the station.  
In case a Receipt Printing Mechanism is provided for printing Payment Confirmation Receipt, it should work on Real Time basis confirming the amount paid with the time of payment, Transaction ID and displaying the Station Name & TOM/EFO ID as a minimum. The printing quality of receipt should be such that it retains the content for future reference.  
The electricity for the device to operate will be provided by JMRC.
- iii. To provide a Separate Dash Board and Daily reconciliation Mail Facility to the centralised Cell for all the Counters at the Stations. The Dash board shall have the facility to enquire detail of any duration for any EFO/TOM as and when required.
- iv. To provide settlement of total amount of daily transaction on T+1. In case of holidays, the settlement shall be done on the next day.
- v. The daily transactions should be reflected in the Bank Account Statement of JMRC as with the TOM/EFO ID separately for proper reconciliation.
- vi. To provide all the consumables like cartridge and the printing Roll (in case of a printing device) for Confirmation Mechanism provided (refer point ii of clause 4.2.2). All the consumables should be readily available in adequate amount at station level (provided as spare) under the custody of Operation Department for use as and when required. The details (like contact No. of Support Centre or mail ID for customer support person) for placing requirement for consumables shall be provided and timely delivery of required consumables to Stations shall be ensured for smooth operations.
- vii. To maintain adequate spare for printing device or the other device used for Payment Confirmation (approx. 10% of total quantity installed) with JMRC for replacement in case of failure.

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

#### 4.2.3 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. No MDR/TDR will be charged either from JMRC or from the Customer.
- 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:

Size: 6"(H)X6 "(W), Printing type : 120 micron, 3M, BOPP PVC(metallic) matt lamination thermal, Non-tear able, 130 GSM release paper, 4 colour printing, back side full gumming to paste.

- xiv. 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.
- xv. In case of requirement of additional QR codes by JMRC as stated in clause 4.2.2.(i) of this RFP in addition to the 18 initially provided, the Contractor shall provide the same with all the required installations and works to implement the functioning within 15 days of the request received from JMRC.
- xvi. The above scope of work shall be executed as per reference Time frame as under :-

Key Date	Description	Time Line
KD1	Submission of Preliminary Design along with demonstration of Payment Confirmation Mechanism	D+3 days
KD2	Preliminary Design Approval	D+5 days
KD3	Submission of Final design on the basis of JMRC's Comments and Requirements for Preliminary Design	D+10 days
KD4	Final Design Approval	D+15days
KD4	Submission of One Time Upfront Payment and performance Security Deposit.	D+20 Days
KD5	Signing of Contract Agreement	D+22 Days
KD6	Complete Installation at the Stations	D+30 Days
*KD7	Order of Service Commencement	After D+30 Days

D= Date of issue of LOA

\* The date shall be decided and informed to the Bidder by JMRC once the installation is done.

### 4.3 OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website [transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc), are part to this RFP process and are applicable as a whole on this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.

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- ii. This Contract does not entitle the contractor or its representatives to have any free access to the paid / concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
  - iii. 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.
  - iv. Nothing in this contract bounds/restricts JMRC from implementing any of the Government of India (GOI) or Government of Rajasthan (GOR) existing or any other initiative introduced by GOI or GOR during the Contract Period related to the Scope of Work as defined in this RFP.
  - v. This contract does not restricts/bound JMRC from implementing any other QR related functionality like QR based ticketing solution, etc. in JMRC. The scope of the contract for any successful bidder will be limited to the scope of work defined in this RFP only.
  - vi. All the items, installed in JMRC premises by the contractor for implementing the Scope of work of the RFP, shall be removed within 15 days of the end of the Contract Period. In case the contractor fails to do so, all such items will be treated as JMRC property and no extra amount will be paid for the same.
  - vii. 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.
  - viii. The Successful Bidder must indemnify and hold harmless the JMRC against any or all losses, claims, damages, liabilities, costs, penalties etc.
  - ix. 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.

#### **4.4 DURATION OF THE CONTRACT AGREEMENT**

- i. The tenure of the Contract Period for the QR Code Implementation at JMRC Stations as prescribed in this RFP will be for 3 years (three years).
- ii. This Contract shall come into force and effect on the date of issue of Letter of Acceptance (LOA) by JMRC.

#### **4.5 TERMINATION OF CONTRACT AGREEMENT**

- i. 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.

#### 4.6 CONSEQUENCE OF TERMINATION OF AGREEMENT

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

- i. Invoke the Security Deposit and other Performance Security Deposit furnished hereunder.
- ii. 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.
- iii. 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.
- iv. 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.
- v. In Case, the Contract is terminated by JMRC due to any Government Regulation than the One Time Upfront Payment will be refunded by JMRC to the Bidder on proportionate basis. No interest shall be paid by JMRC to the Bidder for the proportionate amount of One Time Upfront Payment to be refunded.

#### 4.7 PROHIBITED PRACTICES

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the authority shall reserve the right not to award contracts to such bidder or to cancel the contracts, if already awarded without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”) in the selection process. In such an event, the authority shall, without prejudice to it s any other rights or remedies, forfeit and appropriate the EMD and the security deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder’s Bid.
- ii. Without prejudice to the rights of the authority and the rights and remedies which the authority may have under the LOA or the agreement, if the bidder or successful bidder, as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any prohibited practice (as defined above) during the selection process, or after the issue of the LOA or after the execution of the contract agreement, such bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the authority either



indefinitely or for a specified period of time, as the case may be, is found by the authority to have directly or through an agent, engaged or indulged in any such prohibited practice.

- iii. For the purposes of this Clause 4.7, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process for this RFP;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process for this RFP ;
  - (c) “coercive practice ” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process for this RFP;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process for this RFP; or (ii) having a conflict of Interest; and
  - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process for this RFP.

#### **4.8 CONCILIATION, ARBITRATION & JURISDICTION**

- i. 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 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 presiding 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.

#### **4.9 FORCE MAJEURE**

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this bid and Contract agreement to be signed in pursuance of this bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this bid or Contract agreement under this bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the force-majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the force-majeure condition(s) notified as above. Further, the authority shall not be liable to pay to the bidder, any compensation towards financial implications arising due to force majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a force majeure event or the date of knowledge thereof, the affected party shall notify other parties of the same, setting out the details of such force majeure event.
- v. Upon the occurrence of any force majeure event, the following shall apply:
  - a) The parties shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such force majeure event.
  - b) The agency will not be liable to pay the default charges for the period for which the force majeure events persist.
- vi. Upon the cessation of any force majeure event, the parties shall immediately resume their respective obligations.

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- vii. It is expressly agreed that agencies ability to provide services to a third party at a more advantageous price or agency's economic hardship shall not constitute a force majeure event.

## ANNEXURE – I

### CHECK LIST

#### PART A. TECHNICAL BID

Proposal will contain the following Documents:		Whether Enclosed
1.	This Check list, duly ticket and signed. This check list, duly checked/ticked and signed shall form part of this RFP document.	YES/NO
2	All pages of RFP document with corrigendum, addendum if any, duly signed and sealed by the authorised signatory of the bidder Organisation on each page.	YES/NO
3	Declaration of acceptance of terms and conditions of the RFP and GCC, duly filled & Signed (Annexure-II)	YES/NO
4	Bidder's Profile and bid form, duly filled and signed by authorised signatory ( Annexure-III)	YES/NO
5	Self-declared certificate regarding No Blacklisting ( Annexure-IV)	YES/NO
6	Statement giving details of Financial capacity of the bidder duly filled & enclosing required supporting documents ( Annexure-V)	YES/NO
7	Power of attorney on favour of authorised signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure-VII) <b>along with the copy of Board Resolution, if applicable.</b>	YES/NO
8	Scanned copy of Bid Security (EMD) in prescribed form of DD or Bank Guarantee (format at Annexure VIII).	YES/NO
9	Format of Bank Guarantee for Performance security Deposit, Duly Signed ( Annexure IX)	YES/NO
10	Registration certificate of the Firm/ partnership deed/ Certificate of incorporation etc. as per eligibility requirement prescribed in clause 1.3(i) of RFP.	YES/NO
11	Articles of association and memorandum of association ( if applicable)	YES/NO
12	Copy of Income tax Registration (PAN)	YES/NO
13	Copy of GST Registration No.	YES/NO
14	Bid Document Cost in prescribed form.	YES/NO
15	Declaration from Regarding User Base	YES/NO
16	Declaration Regarding Annual Transactions	YES/NO
17	Declaration regarding certification as per RBI guidelines and supporting documents.	YES/NO

**NOTE: It may be ensured that rates (Financial Quotes) are no where disclosed in technical Bid. Else the technical bid shall be summarily rejected.**

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**PART B FINANCIAL BID**

<b>Proposal will contain the following documents:</b>	<b>Whether enclosed</b>
Financial Bid duly filled and signed to be uploaded in excel format on e-procurement portal. The format of Financial Bid in RFP (Annexure – X) is for educational purpose and is to be signed without quoting any rates therein.	YES/NO

Date:

Signature:

Place:

Name:

Designation:

Seal of Authorised Signatory (Bidder)

**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 150 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

**ANNEXURE III**
**BIDDER'S PROFILE & BID FORM**
**RFP No. - F2 (14)/JMRC/O&S/S&T/QR Code/2018-19 Dated: 04.01.2019**

1	Name of the bidder firm	
2	Status of the bidder firm	Proprietorship/ Partnership firm/ Registered Company (mention CIN number in case of company)
3	Registered Office address with Contact & communication details	
4	Operating/ Branch Office (In Rajasthan, if registered office is situated out of Rajasthan) contact details	
5	Date of registration/ Incorporation and/or commencement of business	
6	GST No.	
7	PAN No.	
8	Name, designation and contact details of Chief Executive of the firm	
9	Name, designation and Contact details of the authority that is authorized to sign the Bid document	
10	Details of Cost of tender	
11	Details of Bid Security	

Date

Place

Signature

Name

Designation

Seal of Authorised Signatory

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**ANNEXURE IV****Certificate / Undertaking**

We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2018 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

# ANNEXURE V

## FINANCIAL CAPACITY OF THE APPLICANT

S. No.	Financial Year	Turnover (Rs. In Lacs)
1	2015-16	
2	2016-17	
3	2017-18	
AVERAGE TURNOVER FOR ABOVE THREE FINANCIAL YEARS		

Note: Attach documents as per clause 1.3(iii) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)



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**ANNEXURE VI****CONTRACT AGREEMENT****CONTRACT NUMBER: F2(14)/JMRC/O&S/S&T/QR Code /2018-19 dated..../...../2019**

WHEREAS M/s ....., hereinafter called the **Contractor** has offered a proposal for ‘Selecting Agency for Implementation of QR Code at JMRC stations’ and agrees to take performance of such supply under the terms and conditions set forth in this Contract Agreement.

And

WHEREAS Jaipur Metro Rail Corporation Ltd., having their registered office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005, hereinafter called as **JMRC** has issued a Letter of Acceptance for ‘Selecting Agency for Implementation of QR Code at JMRC stations’ and

Both parties hereby enter into a Contract Agreement and agree to abide by the terms and conditions as follows:

**Clause 1**

JMRC agrees to hire and the Contractor agrees to be hired for Contract for ‘**Selecting Agency for Implementation of QR Code at JMRC stations**’ under the terms and conditions specified in this Contract Agreement and the other Contract Documents referred hereto as follows:

- The RFP document No. F2(14)/JMRC/O&S/S&T/QR Code /2018-19 dated 04/01/2019;
- Letter of Acceptance No. F2(14)/JMRC/O&S/S&T/ QR Code /2018-19/ dated XX/XX/2019;
- Contractor’s Proposal dated XX.XX.2019;
- Any other documents forming part of the Contract.

All of the foregoing documents, together with this Contract Agreement, are 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 supply and services for Contract for ‘**Selecting Agency for Implementation of QR Code at JMRC Stations**’ 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.

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**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 supply and services as per the Scope of Work and terms and conditions in the manner set forth in the Contract Documents.

**Clause 4 : Contract Price:**

The JMRC / Contractor (as applicable) agrees to pay for the supply and services under the Scope of Work and terms and conditions in the manner set forth in the Contract Documents and the Contractor / JMRC (as applicable) agrees to accept the said sums mentioned in the Contract Documents, 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 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:

**JMRC:** ED/S&T/JMRC,

Jaipur Metro Rail Corporation Limited,  
Room No. 314, 3<sup>rd</sup> Floor, Admin Building,  
Mansarovar Depot,  
Bhrigu Path  
Jaipur-302020

**Contractor:** M/s .....

**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 and the Contractor agree 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**

All claims, matters and disputes are subject to the exclusive jurisdiction of the Competent Courts in Jaipur only.

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  
Jaipur Metro Rail Corporation Limited

The contractor  
M/s .....

(Mr. Ashok Maurya)  
ED/S&T

(Mr.....)  
Designation:.....

WITNESS

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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..... 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 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**) 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 ..... 2019.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

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Witnesses:

1. XXX

2. ABC

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 VIII****FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID  
SECURITY****(to be submitted by the bidder along with bid)**

To,  
Executive Director (S&T),  
Jaipur Metro Rail Corporation Limited (JMRCL),  
Mansarovar Depot,  
Room no. 314, Admin Building,  
Mansarovar,  
Jaipur-302020 (Raj).

Sir,

1. In accordance with your **RFP FOR SELECTION OF AGENCY FOR QR CODE IMPLEMENTATION AT JMRC STATIONS** in the said tender as mentioned in the RFP document. It is a condition in the RFP document that the bidder has to deposit earnest money amounting to Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as "JMRC") by a bank guarantee from a scheduled bank having its branch at Jaipur irrevocable and operative till 90 days from the last date of bid submission. It may be extended if required in concurrence with the bid validity. And whereas the bidder desires to furnish a bank guarantee for a sum Rs.\_\_\_\_\_(Rupees \_\_\_\_\_ only) to the JMRC as earnest money deposit. And whereas the bidder has approached the..... (bank) for such purpose.
2. Now, therefore, we the ..... (bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch office at..... (Hereinafter referred to as the guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank,, further agree that the JMRC shall be the sole judge of as to whether the bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the earnest money required to be deposited by the bidder in respect of the said RFP Document and the decision of the JMRC that the bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.

4. We, the said bank further agree that the guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the bidder before proceeding against the bank and the guarantee herein contained shall be invoked against the bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_ only) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s. ....( bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) and our guarantee shall remain in force till 90 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian laws and we hereby submit to the exclusive jurisdiction of courts of justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of attorney issued by the bank in your favour.

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

.....

Telephone Number: .....

Fax No. ....

## Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the agency.
3. Bank should separately send through registered post/courier a certified copy of bank guarantee, mentioning bid reference, bid title and bidder name, directly to JMRC at the following address:

Executive Director (S&T),  
Jaipur Metro Rail Corporation Limited (JMRCL),  
Mansarovar Depot,  
Room no. 314, Admin Building,  
Mansarovar,  
Jaipur-302020 (Raj).

**ANNEXURE IX**



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**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSITS**

(To be submitted by the successful Bidder before signing the 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 Agency for Implementation of QR Code at JMRC Stations vide **RFP No.F2(14)/JMRC/O&S/S&T/QR Code/2018-19 Dated:- 04.01.2019** issued by JMRC Selecting Agency for Implementation of QR Code at JMRC Stations

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 there under and the Selected Bidder shall have no claim against us for making such payment.
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:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.

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3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

*Executive Director (Signal & Telecom), JMRC,  
Jaipur Metro Rail Corporation Ltd.  
Mansarovar Depot,  
Room No. 314, 3<sup>rd</sup> Floor, Admin Building,  
Mansarovar, Jaipur-302020*

**ANNEXURE X**

**FORMAT OF FINANCIAL BID / BOQ**

Validate	Print	Help	e BoQ		
Tender Inviting Authority: Executive Director (S&T), JMRC					
Name of Work: RFP FOR SELECTING AGENCY FOR IMPLEMENTATION OF QR CODE AT JMRC STATIONS					
Contract No: F2 (14)/JMRC/O&S/S&T/QR Code/2018-19 dated 04.01.2019					
Name of the Bidder/ Bidding Firm / Company :					
<b>PRICE SCHEDULE</b>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )					
NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	6	13	54	55
1	QR Code Implementation at JMRC Stations as per the Scope of work of the RFP				
1.01	One time upfront payment for 3 years	5000000.00		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			