JAIPUR METRO

JMRC/O&S/S&T/NIB/2022-23/014

Price Rs. 1180 /-

JAIPUR METRO RAIL CORPORATION LTD.

JMRC/O&S/S&T/NIB/2022-23/014 **Dated: 15/02/2023**

"Integration Bharat Bill Payment System service (BBPS) & Setting up Server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes."

JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building,

Mansarovar Depot, Jaipur (Rajasthan) - 302020

Website: http://transport.rajasthan.gov.in/jmrc

15/02/2023

Jaipur Metro Rail Corporation Ltd. JMRC S&T

Contents

1.	**Notice Inviting Bid**	4
2.	*Sale of Bidding/ Bid Documents*	6
3.	*Bid Security*	7
4.	*Performance Security Deposit*	8
5.	*Minimum Eligibility Criteria*	9
6.	*Submission of Bids*	10
7.	*Opening of Bids*	11
8.	*Selection Method*	11
9.	*Clarification of Bids*	12
10.	*Evaluation of Bids*	12
11.	*Non-material Non-conformities in Bids*	13
12.	*Negotiations*	14
13.	*Correction of Arithmetic Errors in Financial Bids:*	14
14.	*Acceptance of the successful Bid and Issuance of Purchase Order*	15
15.	*Right to Vary Quantity*	15
16.	*General Conditions of Contract*	16
17.	*Scope of Work & Technical Specification:*	18
18.	*Documents to be submitted along with offer (Submittals)*	23
19.	*FORMS*	25
19.1	*Form A: Form of Bid*	25
19.2	*Form B: Bidder's Profile*	27
19.3	*Form: C Format of Bank Guarantee for Performance Security*	28
19.4	*Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS}*	30
19.5	*Form E: FORMAT OF POWER OF ATTORNEY*	31
19.6	*Form F: Self-Declaration {to be filled by the Bidder}*	33
19.7	*Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder}*	35
19.8	*Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest*	36
19.9	*Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications*	38
19.10	*Form-:H, Annexure-:C Grievance Redressal during Procurement Process*	39
19.11	*Form: I [See rule S3]*	41

Signature of Authorized Signatory along with seal

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.12 Form-: J, WORK EXPERIENCE 42

19.13 Form-: K (BANK DETAILS) 43

19.14 Form-: L, CONTRACT AGREEMENT 44

19.15 Form-: M, Black list certificate 47

19.16 Form: N: -Declaration by the Bidder regarding compatibility of material/Services to be supplied (Technical specifications and standards & its functioning with existing JMRC system) 48

19.17 Form O: Transaction Charges 49

19.18 Form-: P, SELF DECLRATION FORM TO ARRANGE BANK 50

19.19 Form: Q, TRIPARTITE AGREEMENT FOR INTEGRATION BHARAT BILL PAYMENT SYSTEM SERVICES (BBPS) 51

19.20 Form R: Bill of Quantities (BOQ) 53

15/04/2023

Jaipur Metro Rail Corporation Ltd. JMRC S&T

1. Notice Inviting Bid

1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal through Open Tender (Single stage one envelope method) for **"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes. "**The complete Bid document can be downloaded on Corporation's website http://transport.rajasthan.gov.in/jmrc and state procurement portal www.sppp.rajasthan.gov.in.

1.2 Bid documents along with required submittals shall be submitted by the bidder at the place mentioned in NIB before or on the time.

1.3 Key Details:

a)	Designation and address of inviting authority	GM(S&T), Jaipur Metro Rail Corporation Ltd., JAIPUR
b)	NIB/Bid No	**JMRC/O&S/S&T/NIB/2022-23/014 Dated: 15/02/2023**
c)	Name of Work	**"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes."**
d)	Cost of Bid	Rs. 1180/-(including 18% GST) in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. Cost of bid can also be deposited Online in below mentioned bank account. Cost of Bid Form is not refundable
e)	Estimated Cost	Rs. 4,41,851/-(including GST)
f)	Bid Security.	*Rs.8,837 (2 % of the Estimated Cost)* in the form of banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
g)	Performance Security	2.5 % of the contract amounting the form of banker's Cheque/ Demand Draft or bank guarantee in a specified format as per Form-H (enclosed) of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. The bid security must remain valid sixty days beyond the original or extended validity period of the bid. (Subject to any variation in subsequent stage as per RTPPR 2013 Rules)
h)	Last Date & Time for Physical submission of original DD / BC for BID fee and Bid Security and in JMRC office	17:30 Hrs. dated 14/03/2023

Jaipur Metro Rail Corporation Ltd. JMRC S&T

i)	Name of website (s) for download of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
j)	Date, Time & Venue of Pre-Bid Meeting	11:30 Hrs. dated 28/02/2023 Venue:- Jaipur Metro Rail Corporation Ltd. Chintan Room, 2nd Floor, Admin Building, Mansarovar Depot, Bhrigu path, Mansarovar, Jaipur-302020
k)	Last Date of receiving query/clarification	17:30 Hrs. dated 01/03/2023 (Queries from bidder's after due date shall not be acknowledged)
l)	Uploading of reply to query/clarification	17:30 Hrs. dated 03/03/2023
m)	Bid Download Start Date / Time	17:00 Hrs. dated 15/02/2023
n)	Bid Submission start date/ Time	11:00 Hrs. dated 16/02/2023
o)	Last Date & Time for Submission of Bid	17:30 Hrs. dated 14/03/2023
p)	Time & Date of Opening of Bid	11:00 Hrs. dated 15/03/2023
q)	Venue of Submission and Opening of Bid	Room no. 319, 3rd Floor Admin Building, Mansarovar Depot, Bhrigu path,Mansarover,Jaipur-302020
r)	Validity of Bid	90 days from the last date of submission of Bid.
s)	Work execution time	Subject to the conditions of the contract, the work shall be executed within 60 Days from the Date of P.O /LOA or earlier.
t)	Defect Liability Period	Minimum Defect Liability Period shall be 24 month from the date of work completion.
u)	Minimum Eligibility Criteria	As per clause 5 of bid document

Note:

i) This bid document govern with Rajasthan Transparency in Public Procurement Act, 2012.

ii) All bidders or their authorized representative may attend the opening of Bid.

iii) All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur- 302020

iv) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

v) **Bank Account Details of JMRC for Bank Guarantee**

Beneficiary Name: Jaipur Metro Rail Corporation Limited

Account no: 678605111973

IFSC Code: ICIC0006786

Branch: Khanij Bhawan, Tilak Marg, Jaipur-302005

vi) Conditional bid shall not be accepted.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

vii) Bids shall be submitted at the venue mentioned in NIB till the time and date specified in the NIB. Bids received after the last time and date for depositing Bid shall not be considered. Bidder may be sent his bid by hand or Courier or post at the venue mentioned in NIB.

viii) Cost of Bid documents and Bid Security/EMD in original needs to be submitted along with the bid document in separate envelope. Bids of those Bidders who have not submitted valid Bid Security/EMD and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.

ix) Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any rate of any item, the bid shall be summarily rejected.

x) JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.

xi) No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.

xii) 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.

xiii) In case of any further details required, the same can be collected from the office of GM(S&T)

General Manager (S&T)
JAIPUR METRO RAIL CORPORATION LTD,
Room No.314, 3rd floor, Admin Building
Bhrigu path, Mansarovar, Jaipur – 302020
Email: *edst@jaipurmetrorail.in*

In case of any query regarding this Bid, same may please be made with Deputy General Manager (Signalling & Telecom), Phone no. 9057401154, Email Id - *dgmsnt@jaipurmetrorail.in*

2. Sale of Bidding/ Bid Documents

2.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents are placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost while submitting the bid to the procuring entity. The bidding documents shall be made available to any prospective Bidders and Bids of those Bidders who have not submitted valid Bid security and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily. Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.

3. Bid Security

3.1 In addition to the cost of Bid Document, Bid Security shall be paid as per NIB and this shall form part of the Bid.

3.2 Bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).

3.3 The Bid Security of unsuccessful bidders shall be returned promptly after the final acceptance of the bid of successful bidder and its performance security is obtained or the earliest of the following events, namely:-

a) The expiry of validity of Bid;
b) The cancellation of the procurement process;
c) Issue of Work Order for this bid and performance security is furnished by the successful Bidder

3.4 The Bid Security taken from the successful bidder shall be forfeited, if any, in the following cases, namely:

a) When the bidder withdraws or modifies its bid after opening of bids;
b) 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;
c) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

Note-Notice will be given to the Bidder with reasonable time before Bid Security deposited is forfeited.

3.5 No interest shall be payable on the Bid Security.

3.6 The procuring entity shall promptly return the Bid Security of the successful Bidder after supply of the items as per bid condition or after the earliest of the following events, namely:-

a) The expiry of validity of Bid;
b) The cancellation of the procurement process; or
c) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

d) When the Bidder does not deposit the performance security within specified period after the work order has been issued.

3.7 In lieu of EMD/Bid Security amount, Bid Security 2% of Estimate Cost i.e. Rs. 8,837/- by Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur shall be submitted by the bidder as per NIB and shall form part of the bid.

3.8 In case of non submission of EMD/BID SECURITY, the bid will be summarily rejected.

4. Performance Security Deposit

4.1 Successful Bidder shall submit the Performance Security Deposit within 15 days from the date of acceptance of LOA as mentioned in NIB except the departments of the State Government and undertakings, Corporations, Autonomous Bodies, Registered Societies, Co-operative Societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

4.2 The amount of performance security shall be 2.5% of the amount of contract.

4.3 The Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or discharged/ returned after deposition of the performance Security Deposit, as the case may be.

4.4 If the successful bidder fails to deposit the required Performance Security Deposit 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 Bid Security in part, or in full at the discretion of JMRC. Any request for extension of time for deposition of 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.

4.5 Performance security shall be furnished in any one of the forms mentioned in NIB. If the bidder opt to deposit performance security in the form Bank guarantee then the amount and form of such guarantee or bond will be in accordance with the Conditions of the Contract and as indicated in the Form-C and it shall be got verified from the issuing bank.

4.6 No interest shall be payable on the Performance security.

4.7 Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period(if applicable).

4.8 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

a. When any terms and condition of the contract is breached.

b. When the Bidder fails to make complete supply satisfactorily.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

d. If bidder fails to achieve compatibility of the item to be supplied under this bid with existing system in JMRC & fails to make the existing system functional as per below clause 17(scope of work).

4.9 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.

4.10 Additional Performance Security: - Rule -75A of RTPPR will be applied in following cases:

a) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be submitted by the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

ii. Estimated Bid Value means value of subject matter of procurement mentioned in the bidding documents by the Procuring Entity.

iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

b) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

5. Minimum Eligibility Criteria

5.1 The Bidder should have at least one work order / contract for Software Development and Implementation with services (Copy of PO/WO/LOA of the job, issued by the any Govt./PSU/Private Sector).Work execution certificate for completed or ongoing contract shall be provided along with PO/WO/LOA.

5.2 The bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.

5.3 The bidder should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.

Metro Rail Corporation Ltd. Jaipur JMRC S&T

5.4 Bidder shall submit Self Declaration (Form P) to arrange Bank for BBPS Integration.

5.5 Form O shall be submitted by Bidder for transaction charges to be deducted during per Metro card recharge through BBPS service.

5.6 Financial Requirement:- The bidder should have average minimum annual turnover (MAT) of Rs 1,76,740/- from on-us and off–us (ON-US Transaction where the issuing bank and the acquiring bank are the same entity. OFF-US Transaction: where the issuing bank and acquiring bank are different entities) payment system in the last three financial years i.e. from FY 2019-20 to FY 2021-22. (Annual Audited Accounts and Auditors Certificate needs to be enclosed as proof).

5.7 He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect as per as per clause 19.15, Form-M.

5.8 In case of any Foreign Direct Investment (FDI) in the applicant entity, necessary approval from the competent authority as required under the policy notified by the Department of Industrial Policy and Promotion (DIPP) under the consolidated policy on FDI and regulations framed under the Foreign Exchange Management Act (FEMA) must be submitted while seeking authorization.

6. Submission of Bids

6.1 A single-stage single envelope selection method shall be adopted in this Bid. The complete bid document will be consisting of following:-

a) Bid Cost
b) Bid Security.
c) The bidder shall enclose duly signed and stamped copy of the Bid Document, BOQ and all submittals and all required submittals.

6.2 Single envelope shall comprise of the following: -

a) Name and complete address along with telephone/ mobile number of the Bidder;
b) Complete address of the procuring entity with telephone number, if any;
c) The specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document.

6.3 Bids signed without any of the information desired in the prescribed formats will not be considered. Besides this, all other associated / required documents shall be submitted duly numbered with signature and stamped by the bidders.

6.4 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

6.5 All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per clause 19.4, Form D.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

6.6 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

6.7 The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this RFP, submits his Bid along with Cost of Bid Document and Bid Security in originals. Bidder should mentioned his Name and address along with name and No. of the bid on the envelope. This envelope to be submitted by hand delivery, by courier or by post at the address mentioned below:

To,

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

6.8 JMRC will not be responsible for Bid Security and Cost of Bid Document and Bid Documents delivered to any other place/person in JMRC other than the designated officer and do not reach the designated officer before the deadline for submission. JMRC will not be responsible for delay in submission due to any reason.

7. Opening of Bids

The Bids will be opened 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.

8. Selection Method

The selection method is Least Cost Based Selection (LCBS) as detailed below:

8.1 Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.

8.2 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the Bidder whose Total Overall Cost is the lowest, L2 being the second lowest and so on.

8.3 In case two or more responsive bidders have quoted the same Cost, which is also the lowest amount offered, then JMRC will resort to negotiation among the same bidders(i.e. who have quoted the same Total cost) and the bidder for respective bid whose offer is lowest, shall be declared as successful bidder. The date and time of negotiation will be notified to the concerned bidders.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

9. Clarification of Bids

9.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.

9.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to request by the committee shall not be considered.

9.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

9.4 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

9.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

10. Evaluation of Bids

10.1 Preliminary Examination of Bids

10.1.1 Bids of those Bidders who have not submitted valid Bid security and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.

10.1.2 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

a) bid is submitted, sealed and signed, as per the requirements listed in the bidding document;

b) bid is valid for the period, specified in the bidding document;

c) bid is unconditional and the Bidder has agreed to give the required performance security (if required) and;

d) Other conditions, as specified in the bidding document are fulfilled.

10.2 Determination of Responsiveness

10.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

10.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

a. "Deviation" is a departure from the requirements specified in the bidding document;

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

10.2.3 A material deviation, reservation, or omission is one that,

a. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or

b. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

10.2.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

10.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

11. Non-material Non-conformities in Bids

11.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

11.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, PAN certificate etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

11.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.

11.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

11.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

11.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2.... will be prepared accordingly.

11.7 The rates quoted by L1 (overall) Bidder shall be accepted as the Bid rates.

12. Negotiations

12.1 Negotiations may, however, be undertaken with the lowest Bidder or most advantageous bidder, when the rates have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.

12.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

12.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).

12.4 A minimum time of Seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.

12.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

12.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

12.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

13. Correction of Arithmetic Errors in Financial Bids:

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

14. Acceptance of the successful Bid and Issuance of Purchase Order

14.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

14.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

14.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

14.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

14.5 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed.

14.6 Procuring entity's right to accept or reject any or all Bids.

14.7 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RTPP Act and Rules.

14.8 The letter of acceptance will be treated as contract agreement between successful Bidder and JMRC.

14.9 In case of non-acceptance of LOA, submission of performance security by the successful bidder, even after 07 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.

15. Right to Vary Quantity

15.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.

15.2 Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-

(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

(b) 50% of the value of goods or services of the original contract

16. General Conditions of Contract

16.1 Supply and Delivery of items/service

a) In case the Bidder fails for scope of work within stated timelines, the LD as per clause 16.5 "liquidated damage" would be applicable.

b) Subject to the conditions of the contract, the supply of the items/services as per BOQ shall be done within the period mentioned in NIB

c) The above items/services shall be installed in AFC Central Server, Room 306, 3rd Floor, C-wing OCC Admin Building, Metro Depot, Mansarovar, Jaipur.

d) The transportation cost of the items to JMRC (Store, Mansarovar Depot) shall be borne by the Bidder.

e) Other condition shall be governed with JMRC GCC which is available at JMRC website **http://transport.rajasthan.gov.in/jmrc** under "Tender" section.

16.2 Inspection Rejection of material

a) The material/services to be supplied should be compatible with the existing System installed at JMRC. The bidder should submit a declaration in this regard as specified in clause 19.16, Form-N.

b) Material/services will be inspected by nominated JMRC representative. If it does not meet the requirements of the specification, it may be rejected.

c) The rejected hardware articles shall be removed by the supplier/ Bidder/ Contractor within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

16.3 Payments

a) Advance Payment will not be made. 100% Payment of the work executed shall be made only after the items are tested and found to be satisfactorily working with the existing system installed in JMRC. An invoice (in duplicate) in the name of "JMRC, Jaipur" shall be submitted by the firm for payment.

b) The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

c) LD, if any shall be charged from the due payment of Invoice.

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

d) All remittance charges will be borne by the supplier/ Contractor.

e) Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.

16.4 Warranty/DLP

a) Minimum Defect Liability Period (Including Hardware + Software) shall be 24 month from the date of work completion.

b) Warranty Period of hardware should be clearly mentioned in the handover note and Invoice along with serial no. of item of the items at the time of supply to JMRC.

16.5 Liquidated Damages (LD)

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following:-

i. delay up to one fourth period of the prescribed delivery period: 2.5% of contract value.

ii. delay exceeding one fourth but not exceeding half of the prescribed period: 5.0% of contract value.

iii. delay exceeding half but not exceeding three fourth of the prescribed period: 7.5% of contract value.

iv. delay exceeding three fourth of the prescribed period: 10% of contract value.

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

The maximum amount of liquidated damages shall be 10% of the contract value. The LD shall be charged from the due payment of the Invoice.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods and related services/work is on account of hindrances beyond the control of the Bidder.

16.6 Termination

Termination for Default

The Bid sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Contractor, terminate the contract in whole or in part: -

a) If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or

Jaipur Metro Rail Corporation Ltd. JMRC S&T

b) If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c) If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d) If the supplier/ Contractor commits breach of any condition of the contract.

If JMRC terminates the contract in whole or in part, amount of Bid performance Security may be forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

17. Scope of Work & Technical Specification:

17.1 Introduction about Jaipur Metro:-

Jaipur Metro Rail Corporation Ltd. (JMRC) is an undertaking corporation of Government of Rajasthan and it was formed to implement and operate the Jaipur Metro Rail Project in Jaipur city. JMRC started its operations from Mansarovar to Badi Chaupar, with a total length of 11.98kms under with eight elevated and three underground stations, at approximately one km intervals. There are total 12 no. of sites i.e. 1 depot/OCC and 11 metro stations.

Jaipur Metro has Automatic Fare collection System which includes many sub system to manage the passenger access and fare collection on the basis of Business rule. Currently closed loop Smart cards are recharged from Excess Fare Office located at each Metro station through cash or credit/ debit cards through POS or Scanning QR codes as standalone transactions for which passenger has to be present physically at metro stations. These standalone transactions are not integrated with AFC system.

Moreover Jaipur Metro also has Add value Machines at each station to show balance of closed loop smart cards. Earlier to facilitate smart card recharge after paying amount through Jaipur Metro smart card recharge website for which Jaipur Metro had an Acquirer bank previously. After paying recharge amount through this website, passengers were able to recharge the smart cards of that amount and when he/her shows the smart card before AVM the amount got updated on their smart cards. For this facility, Integration was done between bank and AFC System. Interface with Bank was done by JMRC bank Interface server. Currently Acquirer bank is not available with JMRC.

Jaipur Metro is continuously promoting digital transaction and to enhance the digital transactions by facilitating on boarding on BBPS (Bharat Bill Payment System) for all Jaipur Metro passengers. The facilities of Online recharging for all Pre-paid smart card shall also be

integrated in the BBPS by the selected BBPOUs for the convenience of the Jaipur Metro Passengers.

17.2 Introduction about BBPS:-

The Bharat bill payment system is a Reserve Bank of India (RBI) conceptualized system driven by National Payment Corporation of India (NPCI). The One Stop destination for Bill Payment Bharat Bill Pay has multiple modes of payment and provides instant confirmation of payment via an SMS or receipt. It offers myriad bill collection categories like electricity, telecom, DTH, gas, water bills etc. through a single window. In future biller categories may be expanded to include insurance premium, mutual funds, school fees, institution fees, credit cards, local taxes invoice payments, etc. An effective mechanism for handling consumer complaints has also been put in place to support consumer regarding any bill related problems in Bharat BillPay. BBPS is consists of following units to work in one frame:-

a) Bill Payment Central Unit (BBPCU)

National Payments Corporation of **India** (NPCI) has been authorized by RBI as the Bharat Bill Payment Central Unit (BBPCU) and is responsible for setting business standards, rules and procedures for technical and business requirements for all participants. The BBPCU undertakes clearing and settlement activities related to transactions routed through Bharat BillPay.

b) Bharat Bill Payment Operating Unit (BBPOU)

Bharat Bill Payment Operating Unit i.e BBPOU is the entity that is authorized by Reserve Bank of India. It can be a Bank or a Non-Bank. BBPOU may choose to integrate either with the customers, (COU: Customer OU) or with the billers (Biller OU) or may wish to participate as both – which means such BBPOU will be integrated with customers as well as billers. Going forward, only authorised BBPOU - both banks and non-banks authorised by RBI - can handle payment and aggregation of payment services relating to bills under the scope of Bharat Bill Pay.

c) Agent Institutions

Eligible Entities who wish to offer or those who are currently in Bill payment, collection and aggregation business, would operate under a COU (Customer BBPOU).

Customer BBPOU will on-board Agent institutions which may further on-board agents and/ or set up customer service points in various regions and locations.

d) Agents

Jaipur Metro Rail Corporation Ltd. JMRC S&T

Agents are the customer touch points and service points in the Bharat Bill Pay ecosystem available in the form of agent outlets, Business Correspondent outlets, Bank branches, collection centres and retail outlets.

e) **Biller/Utility Company**

Service providers, who shall receive payments from customers for services rendered. By participating in the Bharat Bill Pay scheme, the biller will be able to receive payments from third party channels for the services provided to the customer.

f) **Different Payment Channels** - Bharat Bill Pay transaction can be initiated through multiple payment channels like Internet Banking, Mobile-Banking, POS (Point of Sale terminal), Mobile Wallets, MPOS (Mobile Point of Sale terminal), Kiosk, ATM, Bank Branch, Agents and Business Correspondents, by just looking at the Bharat Bill Pay logo

g) **Different Payment Modes** - Bharat Bill Pay facilitates myriad payment modes enabling bill payments. The payment modes options facilitated under the ecosystem are cards (Credit, Debit and Prepaid), NEFT Internet Banking, UPI, Wallets, Aadhar based Payments and Cash.

17.3 Scope of Work

17.3.1 Current scenario in Jaipur Metro:-

a) Jaipur Metro has four no. of Add value Machines at each station which shows balance of smart cards and also recharge the amount when passenger shows the smart card before AVM after paying amount through Jaipur Metro smart card recharge website (Currently Acquirer bank is not available).

b) JMRC AFC system has Bank interface server & AVM Inquiry server which were configured as per the requirement of Acquirer bank (HDFC bank). No changes have been done after the end of Contract with HDFC Acquirer bank.

c) When a passenger pays a recharge amount through website by available payment modes; Bank settles that amount to JMRC account on the same day or T+1 day.

d) Bank also sends/receives different files after this transaction to Bank Interface server of JMRC. These files contains the necessary details of Card for which recharged has been done. This server integrates with AVM Inquiry server, Database server and AVM machines to allow the recharge on card when ever passenger show that card before AVM machine. Also initiates for refund to passenger if he/she does not come and show the card before AVM within required time period.

e) Integration of BBPS with JMRC AFC system will enable in smart cards recharge facility same as above in point (a)to point (d) through AVM after paying online through different payment modes available in BBPS.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

f) To integrate with BBPS for Jaipur Metro Smart card recharge ; Jaipur metro will definitely require one API to be installed on a server and to be integrated with the AFC system of Jaipur Metro to BBPS.

g) Bank initially will be engaged for Two years and may be further extended for One year after mutual agreement between JMRC & Bank (BBPOU Unit).

17.3.2 The overall scope of work will include the following six head:-

a) Supply and Installation of 01 New Server not refurbished (Intel Xeon E-2200 Processors, upto 6 cores at 95W, upto 128 GB in 4XDIMM slots using 32GB DIMMs 2666MHz TruDDR4, 8TB Storage)

b) Installation of latest Window Server on server.

c) To provide SSL certificate, if required for secure transactions.

d) Commissioning of server, Developing JMRC API & setting up of DNS and SSL.

e) The bidder shall arrange preferred bank for Integration of BBPS service with JMRC AFC system for installation, testing & commissioning.

f) Integration of BBPS service with this Server to integrate with JMRC AFC system & Preferred Bank Services to be provided for Smart cards recharge:-

Integration with BBPS will be done through BBPOUI (Preferred Bank) which is expected to fulfil the following key indicative activities for Jaipur Metro:

i. On-boarding of Company on following BBPS platforms key indicative as per guidelines laid down by NPCI.

ii. Transaction handling – BBPOU is expected to enable all feature and functionality of BBPS and not limited to; biller search. Bill presentment, bill payments, transaction history etc.

iii. Settlement – The bank or non-bank (BBPOU) shall comply with all settlement related guidelines as laid down by NPCI. However final value will be depend on negotiation held between JMRC and successful contractor.

iv. Support – Bidder shall provide 24*7 supports for resolution of any technical and non-technical issue.

v. Grievance and dispute management-Bidder should enable an appropriate grievance redressal mechanism SLAs for grievance management as mandated by NPCI

vi. Complete the necessary integration with Jaipur Metro and ensure communication with aggregator / BBPOU over secured channel.

vii. Jaipur Metro shall not bear any extra cost for integration with AFC system and BBPS.

viii. Credit the smart card recharge amount to Jaipur Metro account as per applicable settlement cycle mentioned under guidelines as laid down by NPCI. However final value will be depend on negotiation held between JMRC and successful contractor.

Metro Rail Corporation Ltd. Jaipur JMRC S&T

ix. Provide support and ensure adequate coordination for completion of all the technical and nontechnical pre-requisite / formalities for on-boarding of Jaipur Metro on BBPS

x. BBPOU (Preferred Bank) are expected to offer these services as part of Tripartite agreement which will be done among JAIPUR Metro, Bidder & BBPOUs entity.

xi. BBPOU (Preferred Bank) must have been incorporated in India.

xii. The BBPOU (Preferred Bank) must have authorization from the Reserve Bank of India to conduct bill payments and aggregation business in BBPS.

xiii. The BBPOU (Preferred Bank) should be one of the current BBPOU's under BBPS.

xiv. The BBPOU (Preferred Bank) should be registered as BBPOU with the National Payment Corporation of India, or on before the date of signing of contract BBPOU could be a bank or non-bank entity, functioning under BBPCU.

xv. The payment service must offer encryption SSL (Secure Sockets Layer) for transaction security as per NPCI guidelines. The BBPOU (Preferred Bank) must have prior experience of working as BBPOU in at least one Government Utility or PSU (Supporting documents like LoA/ Work Order/ Contract shall be submitted as proof).

xvi. The selected bidders should include our 100% transactions under NPCI Settlement guaranteed provision and able to route overall transactions through BBPS Central Unit System (BBPCU).

xvii. The transaction charges amount and its liability will be as per NPCI guideline. Transaction charges for per metro card recharges through BBPS system will be filled in Form O and to be submitted along with Bid. However final charge will depend after negotiation held between JMRC and successful contractor which could be less than the charge decided by NPCI.

xviii. Chargeback cases should be dealt as per NPCI guideline if transaction not successful and amount deducted from passenger account.

17.4 Detailed Scope of Work:

The detailed scope of services to be provided by the bidder is as follows:

i. Integration of Jaipur Metro Automatic Fare Collection System with BBPS for Smart Card recharge and further sending the data to the Bank Interface Server & AVM inquiry server to allow the Add Value Machines to add value the amount on that Smart card when presented to AVM at any Metro station.

ii. To integrate the same with portal/apps of all customers registered with BBPS.

iii. Collect payment against Recharge of Smart card of Jaipur Metro through collection channels of successful bidder.

iv. On successful transaction, issuance of online receipt of Smart card recharge in the prescribed format with unique transaction number which will be given by preferred bank.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

v. Credit the smart card recharge amount to Jaipur Metro account as per applicable settlement cycle mentioned under guidelines as laid down by NPCI. However final value will depend on negotiation held between JMRC and successful contractor.

vi. To have highly secured system for transaction from approved certifying agency.

vii. To facilitate Smart card recharge through different banking channels using BBPS.

viii. Refund of Money in consumer's A/c within the specified period as laid down in NPCI guidelines in case of failed transaction at COU/NPCI end, i.e. if amount gets debited from consumer account and same has not been tried for posting to Jaipur Metro end.

ix. All successful transactions need to be posted to Jaipur Metro server within 15 mins. In case of any issues while posting a transaction to Jaipur Metro, same shall be tried again for posting once every 3 hours until it gets posted. If even after 72 hours, the issue persists, Jaipur Metro may be contacted to check the issue. No refund shall be issued against any transaction without consent of Jaipur Metro. All successful transactions must be posted at Jaipur Metro server and no refund for such cases to be allowed.

x. For chargeback cases raised, Jaipur Metro shall provide interface for the bidder to check the status of the transaction; however, in such cases also Jaipur Metro consent will be mandatory before any refund, if transaction found to be not posted. Jaipur Metro has no provision to insert online transactions manually and in no case such request shall be encouraged. The only option for posting of a transaction is given through API.

xi. Grievances related to consumer complaint communicated by Jaipur Metro should be resolved under guidelines as laid down by NPCI.

xii. Auto reconciliation facility should be provided for better monitoring purpose.

xiii. A written confirmation is required as per "Certificate of Conformity/ No-Deviation" of the above shall be attached to the technical bid as per Form G.

xiv. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

18. Documents to be submitted along with offer (Submittals)

i) Cost of Bid document(As per NIB)

ii) Bid Security (As per NIB)

iii) GST registration certificate

iv) PAN certificate

Jaipur Metro Rail Corporation Ltd. JMRC S&T

v) Bank Details – Name of the bank, bank address, account no. ,IFCS code and MICR code
vi) Experience of similar nature of work, if applicable
vii) Form A: Form of Bid
viii) Form B: Bidder's Profile
ix) Form: C Format of Bank Guarantee for Performance Security
x) Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS}
xi) Form E: FORMAT OF POWER OF ATTORNEY
xii) Form F: Self-Declaration {to be filled by the Bidder}
xiii) Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder}
xiv) Form H: Annexure A Compliance with the Code of Integrity and No Conflict of Interest
xv) Form H: Annexure-:B Declaration by the Bidder regarding Qualifications
xvi) Form H: Annexure-:C Grievance Redressal during Procurement Process
xvii) Form: I [See rule S3]
xviii) Form J: WORK EXPERIENCE
xix) Form K: (BANK DETAILS)
xx) Form L: CONTRACT AGREEMENT
xxi) Form M: Black list certificate
xxii) Form N: Declaration by the Bidder regarding compatibility of material/Services to be supplied (Technical specifications and standards & its functioning with existing JMRC system)
xxiii) Form O: Transaction Charges
xxiv) Form P:Self declaration form to arrange Bank
xxv) Form Q:Tripartite agreement for Integration BBPS system
xxvi) Form R: Bill of Quantities (BOQ)
xxvii) Any other relevant documents.



19. FORMS

19.1 Form A: Form of Bid

Note:

a. The Appendix forms part of the Bid

b. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: **Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes.**

To
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314,3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in BoQ **JMRC/O&S/S&T/NIB/2022-23/014** or such other sum as may be ascertained in accordance with the said conditions.

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, if required		

2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the purchase order.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

4. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

5. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

6. After acceptance of LOA, it will be the binding contract document between us and JMRC.

7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.

8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.

10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2023

Signature .....

Name..... in the capacity of .....

Duly authorized to sign Bids for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

19.2 Form B: 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.	Authorized Signatory	
8.	GSTIN Number with enclosed certificate	
9.	PAN Details with copy of PAN Card	
10.	Bank details(Name of the Bank, Address, Account number, IFSC Code and MICR number)	
11.	Details of court litigations, including (but not limited to) – 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. Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details. Has any of your customer or clients filed any case against you in a court? If so, furnish details.	

Signature of Authorized Signatory along with seal

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

19.3 Form: C Format of Bank Guarantee for Performance Security

This deed of Guarantee made this day of_____ between Bank of_____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract **"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes" Bid No. JMRC/O&S/S&T/NIB/2022-23/014** dated __.__.2023. (herein after called "the contract") to M/s (here in after called "the Contractor").

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs._____ (Amount in figures and words).

Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of _____ days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the

Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2023 being herewith duly authorized.

For and on behalf of the_____ Bank.

Signature of authorized Bank official

Name: .....

Designation : .....

I.D. No. : .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.4 Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314,3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur-302020

I/We {Name/Designation} hereby declare/ certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:-

Verified Signature:-

Authorized Signatory:-

Seal of the Organization:-

Date:

Place:

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.5 Form E: FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, ... (Name of the Bidder firm), having our registered office at ..... do hereby irrevocably constitute, nominate, appoint and authorize 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 **"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes" Bid No. JMRC/O&S/S&T/NIB/2022-23/014 dated_____)** 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 ..... 2023.

For.....

(Signature, Name, Designation and Address)

Accepted

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

(Signature, Name, Designation and Address of Attorney)

Witnesses:-

1. .....
2. .....

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.

Jaipur Metro Rail Corporation Ltd. JMRC * S&T *

19.6 Form F: Self-Declaration {to be filled by the Bidder}

To
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur-302020

In response to the **Bid No. JMRC/O&S/S&T/NIB/2022-23/014**, dated _____**"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes"** as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -

a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d. does not have any previous transgressions with any entity in India or any other country during the last three years;

e. does not have any debarment by any other procuring entity;

f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the

commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition;

i. will comply with the code of integrity as specified in the bidding document;

j. Agree to all terms and conditions of the General Conditions of Contract (GCC).

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.7 Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To
General Manager(S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur-302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.8 Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN.

Any person participating in a procurement process shall –

a. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

   Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

c. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

d. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

e. Not obstruct any investigation or audit of a procurement process;

f. Disclose conflict of interest, if any; and

g. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in abiding process if, including but not limited to:

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.9 Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder in relation to my/our Bid submitted to ..... For procurement of ..... in response to their Notice Inviting Bids No ..... dated .....

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: Signature of bidder:

Place: Name:

Designation:

Address:

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

19.10 Form-:H, Annexure-:C Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Director (S&T), JMRC, JAIPUR.**

The designation and address of the Second Appellate Authority is **Director (O&S), JMRC, JAIPUR.**

1. Filing an appeal

   If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

   Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

   Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. **Appeal not to be in certain cases**

   No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

   a. determination of need of procurement;

   b. provisions limiting participation of Bidders in the Bid process;

c. the decision of whether or not to enter into negotiations;

d. cancellation of a procurement process;

e. Applicability of the provisions of confidentiality.

5. **Form of Appeal**

a. An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. **Fee for filing appeal**

a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. **Procedure for disposal of appeal**

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

i. Hear all the parties to appeal present before him; and

ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.11 Form: I [See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 Appeal No ..... of .....
Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant:
   i. Name of the appellant
   ii. Official address, if any:
   iii. Residential address:
2. Name and address of the respondent(s):
   i.
   ii.
   iii.
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal: ..... (Supported by an affidavit).
7. Prayer:
   .....
   .....

Place .....

Date .....

Appellant's Signature

Jaipur Metro Rail Corporation Ltd. JMRC *S&T*

Signature of Authorized Signatory along with seal

19.12 Form-: J, WORK EXPERIENCE

S. No.	Period (From-To)	Detail of work handled	Total cost of work in Rs.	Reference No. of work order/LOA	Amount paid for the contract/LOA/ work order till the date of the Bid Submission	Placed on Page

Note:

1. Bidder shall submit the details in the above format only. Detail submitted in any other Performa will not be considered
2. Bidder must submit the copy of work order/ Letter of acceptance (LOA) by the client for all the work mentioned in the Performa, without which the work mentioned in the Performa, shall not be taken into consideration.
3. Additional page may be attached if required.
4. All the pages must be signed by the authorized signatory by the bidder.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.13 Form-: K (BANK DETAILS)

Beneficiary Name:

Beneficiary Address:

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

Bank Details:

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

Stamp & Signature of Authorize
Authorized Signatory of Bidder

Stamp & Signature of
Signatory of bank

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

Jaipur Metro Rail Corporation JMRC S&T

19.14 Form-: L, CONTRACT AGREEMENT

CONTRACT NO.: JMRC/O&S/S&T/NIB/2022-23/014

THIS AGREEMENT made on the ____ day of ..... 2023 between Jaipur Metro Rail Corporation Limited, having their registered office at Registered office: Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020 hereinafter "JMRC" which expression shall, and

_____

_____

_____, hereinafter "Contractor",

WHEREAS the Contractor has offered a Bid for **"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes"** 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 **"Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes"** 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 Annexure /Forms
- Letter of Acceptance
- Contractor's Proposal with all its Annexure/Forms
- 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 for "Integration Bharat Bill

Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes" 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 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:-

To
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur-302020

CONTRACTOR:-

_____

_____

_____

Jaipur Metro Rail Corporation Ltd. JMRC S&T

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

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.

The JMRC

Jaipur Metro Rail Corporation Limited

(.....)

WITNESS

The contractor

(.....)

WITNESS

19.15 Form-: M, Black list certificate

We hereby certify that our organization has neither been black listed nor our contracts have been terminated /foreclosed by any company/ Government Department / Public Sector organization during last 3 financial years ending and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations or any other reason.

Date:

Place:

Signature of bidder:

Name:

Designation:

Address:

Note: Additional pages, duly signed may be attached wherever necessary.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.16 Form: N: -Declaration by the Bidder regarding compatibility of material/Services to be supplied (Technical specifications and standards & its functioning with existing JMRC system)

Proposed make/model & services to be supplied against this Bid by the bidder_____

Declaration:

It is certified that the goods and related services of the above mentioned make which is proposed to be supplied against this bid is technically compatible with existing JMRC system, meet the current specifications and ensure its proper functioning with existing system

Signature of Firm's Representative

(With Seal)

Jaipur Metro Rail Corporation Ltd. JMRC S&T

19.17 Form O: Transaction Charges

Bank Name:					
ITEM DESCRIPTION	Interchange fees on recharge amount (%)	Switching fee on recharge amount (%)	Bank charges on recharge amount (%)	GST@---%	Total
Metro Card recharges per Transaction charges through BBPS service					

Note: - Above mentioned Transaction Charges may be negotiated during finalization process of Tender.

Jaipur Metro Rail Corporation Ltd. JMRC * S&T *

19.18 Form-: P, SELF DECLRATION FORM TO ARRANGE BANK

We hereby certify that our organization will arrange Bank (BBPOU) name:_____ for BBPS service integration work as per NIB No. : **JMRC/O&S/S&T/NIB/2022-23/014 dated** _____in Jaipur Metro.

Date:

Place:

Signature of bidder:

Name:

Designation:

Address:



19.19 Form: Q, Tripartite Agreement for Integration Bharat Bill Payment System Services (BBPS)

THIS agreement is made at JAIPUR on this ..... day of 2023

BETWEEN

THE Jaipur Metro Rail Corporation Ltd, which is a Govt of Rajasthan Undertaking, hereinafter called Jaipur Metro, through its Mr. ..... on the ONE PART

AND

M/S. ....., a company ..... hereinafter called "Bidder"

AND

M/S. ....., a Bank ..... hereinafter called "Bharat Bill Payment Operating Unit (BBPOU)"

HEREIN after called the TRIPARTITE AGREEMENT for the "Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes."

That against the Jaipur Metro NIB No. **JMRC/O&S/S&T/NIB/2022-23/014 Dated_____** which was opened on (date), M/s ..... Submitted their Bid No ..... Dated ..... offered the BBPS service as tendered.

That the said M/s ..... has submitted as per the tender conditions, a letter dated ..... from "Bharat Bill Payment Operating Unit (BBPOU)" M/s .....confirming for providing full services & support for Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes for the Jaipur Metro Project to the said firm, and as per the BBPS services requirement of Jaipur Metro.

That all two parties i.e. BBPOU..... and the Bidder ....., jointly and severely confirm and guarantee for the "Integration Bharat Bill Payment System service (BBPS) & setting up server at JMRC to facilitate online recharge of JMRC Smart Cards through different payment modes" as specified in tender Document.

It shall be the joint responsibility of two parties i.e. Bidder and BBPOU to analyze the issues regarding this BBPS service and resolve within the warranty period to JMRC for fault attributable other than those mentioned above.

Jaipur Metro Rail Corporation Ltd. JMRC S&T

IN AGREEMENT WHEREOF, THE BELOW PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Jaipur Metro Rail Corporation Ltd.	**Bidder** **M/s**	**BBPOU** **M/s.** .....
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**



19.20 Form R: Bill of Quantities (BOQ)

Bidder Name:
Make/Model:
Warranty (In Months):

S.No. (A)	ITEMS DESCRIPTION (B)	UNIT (C)	Qty. (D)	Unit price (Without GST) (E)	GST (@18%) (F)	Total price (with GST) (G)
1	a) Server(1 X Intel Xeon E-2200 Processors, upto 6 cores at 95W, upto 128 GB in 4XDIMM slots using 32GB DIMMs 2666MHz TruDDR4, 8TB Storage. **(New server not refurbished)** b) Window Server (latest) c) SSL certificate; if required for secure transactions d) Server installation & DNS, SSL setup charge.	Nos.	1			
2	Integration BBPS service with JMRC Server	Lump sum	1			
Total Cost (Including GST)=						

Note:-

1. The overall lowest quoted rate at Column (G) will be considered for L-1 suitability.
2. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST will be

Jaipur Metro Rail Corporation Ltd. JMRC S&T

reckoned on the basis of Invoice supplied. The rates (excluding GST which should be shown separately) quoted shall be for JMRC office, Mansarovar Metro Depot, Jaipur-302020; no other charges shall be paid by JMRC.

3. GST paid will be applicable as the time of billing.
4. Advance Payment will not be made. The payment based on BOQ would be payable after completion of work and invoice generate by contractor.
5. Declaration vide Form G is to be compulsorily submitted along with bid document.
6. Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.
7. Minimum warranty period shall be applicable as per NIB.

Signature of firm's representative
(With seal of firm)



ANNEXURE 1 CHECK LIST

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of bid document along with all Annexure/ Forms duly signed by the Authorized Signatory of the Bidder firm separately (as asked in Tender Document)	Yes/No
2.	Technical submission along with all relevant submissions fulfilling eligibility criteria as specified in Clause 5	Yes/No
3.	Form A : Form of Bid	Yes/No
4.	Form B: Bidder's Profile duly filled and signed	Yes/No
5.	Form D : Bidder's Authorization Certificate	Yes/No
6.	Form E : Power of Attorney	Yes/No
7.	Form F: Self-Declaration	Yes/No
8.	Form G: Certificate Of Conformity/No Deviation	Yes/No
9.	Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest	Yes/No
10.	Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications	Yes/No
11.	Form-:H, Annexure-:C Grievance Redressal during Procurement Process	Yes/No
12.	Form: I [See rule S3]	Yes/No
13.	Form-:J, Work Experience	Yes/No
14.	Form-:K, Bank Details	Yes/No
15.	Form-: L, CONTRACT AGREEMENT	Yes/No
16.	Form: M, Black list certificate	Yes/No
17.	Form-N, Declaration by the Bidder regarding compatibility of material/Services to be supplied	Yes/No
18.	Form-O, Bank Transaction Charges	Yes/No
19.	Form-P, SELF DECLRATION FORM TO ARRANGE BANK	Yes/No
20.	Form-Q, TRIPARTITE AGREEMENT FOR INTEGRATION BHARAT BILL PAYMENT SYSTEM SERVICES (BBPS)	Yes/No
21.	Form-R, BOQ	Yes/No
22.	Cost of Bid document(DD/Banker Cheque)	Yes/No
23.	EMD/Bid security (DD/Banker Cheque)	Yes/No

Jaipur Metro Rail Corporation Ltd. JMRC S&T