

Jabalpur Smart City Limited (JSCL)

Request for Proposal

**‘Engagement of Agency for Installation and Operation of
Public Bicycle Sharing System in Jabalpur’**

Jan 2020



JABALPUR SMART CITY LIMITED (JSCL), JABALPUR MUNICIPAL CORPORATION,
MANAS BHAVAN, Wright Town, Jabalpur, Madhya Pradesh, 482002, India
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Jabalpur Smart City Limited (JSCL)

MANAS BHAVAN, Wright Town, Jabalpur, Madhya Pradesh, 482002, India
Contact Number: +91-7611136800

NOTICE INVITING TENDER

Jabalpur Smart City Limited (JSCL) (hereafter referred to as “the Authority”) invites Technical and Financial Bids from the prospective bidders for “Engagement of Agency for **Installation and Operation of Public Bicycle Sharing System in Jabalpur**” through e – tendering process. The term of the services will be 3years.The Authority is looking for the Agency for Installation and Operation of Public Bicycle Sharing System in Jabalpur. Brief Schedule of bidding activities is as below:

“Engagement of Agency for Installation And Operation of Public Bicycle Sharing System in Jabalpur”	
Description	Date
Date of Pre-Bid Meeting	15/01/2020 @ 15:00 Hrs
Last date for purchase of Tender	24/01/2020 Before 17:30 Hrs
Last Date of Online Bid Submission	25/01/2020 Before 17:30 Hrs
Date of Online opening of Technical Bid	27/01/2020
Last Date of Physical Bid Submission	27/01/2020 Before 17:30 Hrs
Opening of Financial Bid	28/01/2020
Earnest Money deposit (E.M.D.)	Rs. 2,00,000.00(Rs. Two Lakhs only)
Cost of Bid Document (Non- Refundable)	Rs.12,500.00 (Rs. Twelve Thousand Five Hundred only)

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from the website as mentioned in the NIT (Notice Inviting tender). Interested eligible applicants may obtain further information from the Authority. The project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. The Authority has right to accept / reject any tender without assigning any reason. The Authority reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

Signatory for JSCL

Disclaimer

JSCL has prepared this Request for Proposals (RFP) to install and operate the Public Bicycle Sharing System. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Public Bicycle Sharing System. The Authority has taken due care in preparation of information contained herein and believes it to be accurate. However, neither the authority or any of its agencies nor any of their respective officers' employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on the authority and any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters /sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of the authority any kind of error, misprint, inaccuracy, or omission.

The authority reserves the right not to proceed with the project, to alter the time table reflected in this document, or to change the processor procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

Definitions

In this RFP, the following word(s) shall have the meaning(s) assigned to them here in below:

“Arbitration tribunal” means a panel composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts

“Authority” is JSCL who is floating the RFP.

“Authorized Fleet” is the number of Cycles in operation as defined by the Authority.

“Bicycle” means a bicycle that meets the Technical Specifications described in this RFP and is to be procured, maintained, and operated as part of the Bicycle Sharing System by the Service Provider in accordance with the terms of this RFP.

“Bicycle Sharing System” or “System” means a personal public transport system consisting of a network of cycles and stations in which a user can check out a bicycle at any station using an RFID-based smart card or key (no cash/debit card/credit card payments at the station) and return the bicycle to any other station and in which information is tracked in real-time using an information technology system. It refers to the hardware, software, and premises associated with this RFP for Jabalpur that is being implemented by the Authority in various phases, unless otherwise specified.

“Bid Process” means the process of selection of the Service Provider through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

“Bid” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof, including technical proposal and financial proposal, along with all other documents forming part and in support thereof.

“Bidder” means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium or a cooperative society, who submits a Bid along with Bid Security under this RFP with in the stipulated time for submission of Bids.

“Representative of the Authority” means any person duly authorized by JSCL for the purposes of this RFP.

“Collection” is a set of processes designed for the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the Bicycle Sharing System.

“Commencement Date” means the date stipulated by the Authority for commencement of the Bicycle Sharing System by the Service Provider under the Service Provider Agreement and shall not be earlier than 120 days from the date of signing of Service Provider Agreement. The Commencement Date will be the first day of the first Payment Period.

“Commercial Operations Date” is the actual date on which the Bicycle Sharing System will begin to serve users under the Service Contract.

“Consortium” shall mean an association of two (2) or three (3) entities / firms formed especially for the purpose of bidding for this RFP.

“Contract Period” is the time from the date of issuance signing the Service Provider Agreement to the last date of validity of the Provider Agreement.

“Control Center” means the central facility of the Bicycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Bicycle Sharing System as well as from users, agents, employees, and service providers.

“Depot” is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of cycles and stations for the Bicycle Sharing System. The depot may be included with the Control Center or at a different location.

“Dock”/ Locking bar means a physical unit for locking a single bicycle at a station when the cycles not in use.

“Fleet” means the number of cycles that are available for use in the Bicycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 14 hours during the respective 24- hour period.

“Lead Member” means one of the entities in the consortium who has more than 51% share or has the maximum share in the consortium.

“Membership” means an agreement between the Service Provider and a customer for a specified period of time in which the customer gains access to the Bicycle Sharing System.

“Member” means a customer who has entered a Membership agreement with the Service Provider.

“Payment Period” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, a period of three months.

“Project Asset” means Stations, Cycles, the Control Center, and other facilities created as part of the Bicycle Sharing System.

“Redistribution” is the activity of a bicycle being moved by the Service Provider (normally from station to station or station to depot) using are distribution vehicle.

“RFP” and /”RFP Document” means Request for Proposals and refers to this Document.

“Ride” is a trip taken by a registered customer of the Bicycle Sharing System in which a bicycle is checked out from one Station and returned to another Station.

“Service Certificate” means a document that accrued its compliance by the Service Provider with all requirements established in the contract to allow the Bicycle Sharing System to begin operations.

“Service Charge” means an amount the Service Provider will pay to the authority for operation of the Bicycle Sharing System in Jabalpur.

“Service Provider” shall mean the Bidder who won the Bidding process of this RFP and to whom a Letter of Acceptance is issued by the Authority and Service Provider Agreement to operate the Bicycle Sharing System is entered with.

“Service Provider Agreement” or simply “Provider Agreement” means the Agreement including, without limitation, any and all Annexures there to which will be entered in to between the Authority and the Service Provider through which the Authority will grant the rights to the Service Provider to install and operate the Jabalpur Bicycle Sharing System during the period of the Agreement.

“Service Provider Facilities” means the facilities and equipment produced or developed by the Service Provider that are required for the due implementation of this Contract, including control center, stations and depots.

“Stand bicycles” means the number of additional cycles that the Service Provider shall procure and maintain to ensure that the size of the operational Fleet is equal to or greater than that of the Authorized Fleet at all times.

“Station” means a unit with a user terminal and docking positions where users can rent and return cycles and avail of system information that meets the Technical Specifications described in this Agreement.

“Training and Testing Period” is the period preceding the Commercial Operations Date during which Service Provider shall demonstrate the functionality of the Bicycle Sharing System.

“Vandalism” means destruction of or damage to a Project Asset deliberately

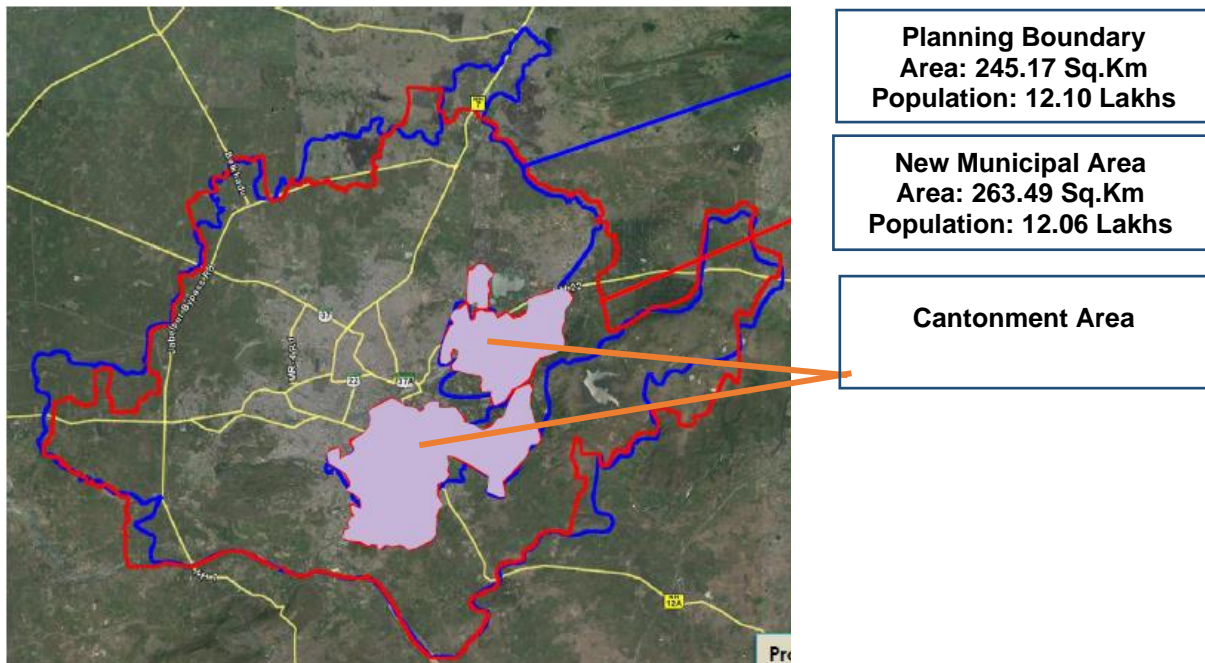
Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) as described to such term(s) therein and shall be deemed to have been included in this Section.

1. Introduction

1.1 Jabalpur

Jabalpur is a tier 2 city in the state of Madhya Pradesh, India. According to the 2011 census, the population of Jabalpur was 12.06 lakhs. It is the third-largest urban agglomeration in Madhya Pradesh and the country's 37th-largest urban agglomeration. It is 2nd largest metropolis of Central India after Raipur which is followed by Jabalpur, Bhopal, Bilaspur, Indore and Durg-Bhilai.

In 2014, 55 new villages were included in Jabalpur Municipal Area, adding an area of 134.29 sq.km to the municipal limits. The city area is divided into 79 wards.



Located in the east of the state and on the banks of major river Narmada, Jabalpur is known for its educational institutions and defense-related manufacturing industries. It has a national airport, which serves nearby popular nature sanctuaries and is located on the North-South NH-7, the longest highway in India.

As per Census 2011 the gross population density in Municipal Corporation Area was 8,960 persons per sq. km. (or 90 persons per Ha), up by 62 per cent from 5,533 (55 persons per Ha) in 1991. This increase was primarily due to the reduction in the area of the corporation resulting from the demerger of eight settlements from the Municipal Corporation limits in 1994. Though at the city level, the gross density is quite low. The core inner areas of the city and some of the older areas are more densely populated than the ridge and hilly areas of the city. In general, the area south of the central ridge/broad-gauge railway line is very sparsely populated.

General City profile

Growth and Urbanization

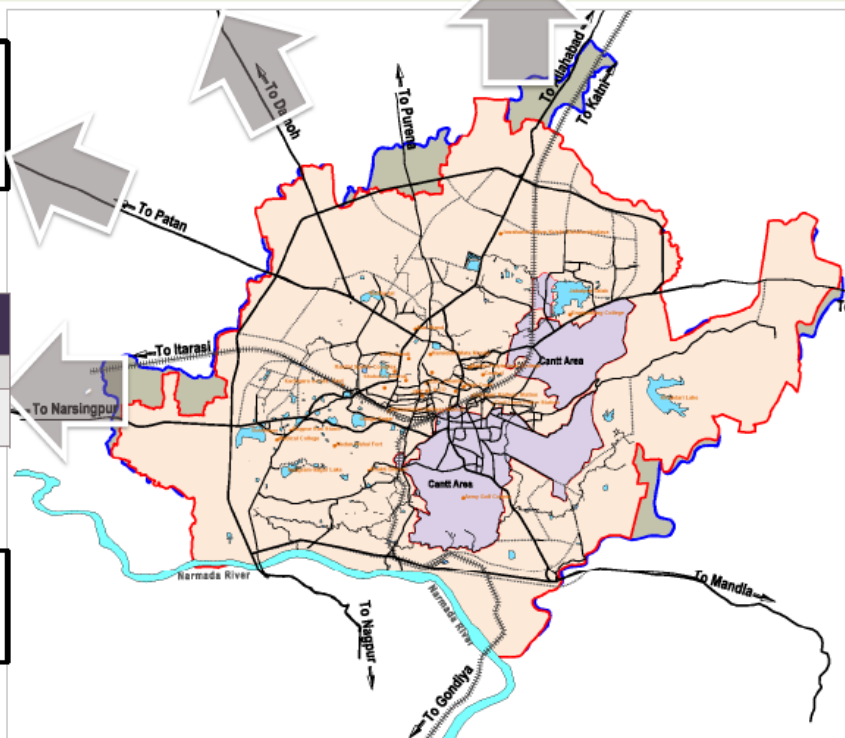
The city is expanding towards

- North-West direction along the Purena and Damoh road
- Western side NH12

Population (Lakhs)	2001	2011
Jabalpur City	9.32	12.06
Cantonment Area	0.68	0.72

Growth is restricted by

- Narmad River - South
- Cantonment - Eastern Part



1.2 Transport Scenario

The predominant mode of travel (motorized) in Jabalpur, like in most other cities in India is two-wheelers. As per the City Development Plan - 2011, 65 per cent of the respondents use non-motorized modes of travel to work place (by walk, bicycles and cycle rickshaw). About 24 per cent use two-wheelers and only 7 per cent of the respondents depend on public transport.

The current trend indicates a rising dependency on private modes of transport. A well planned first/last mile connected in the form of public bicycle sharing can be leveraged to tilt the mode share away from personalized transport. The Authority plans to introduce a Bicycle Sharing System to provide a low-cost, environmentally friendly mobility option to city residents and as a means to introduce active transport to all. Priority for bicycle parking would be given to spaces near important commercial, cultural, educational, administrative, and residential and tourist attraction points in the city and locations which serve to improve the first and last mile connectivity to the existing public transport system in the city.

A fully automated system is proposed for Public Bike Sharing in Jabalpur, with designated parking spaces/stations. The operations of each station / parking space shall be communicated to the Central control system. The central control system shall collect data from each bicycle for efficient planning and operation of the system. This data will be used to make decisions on redistribution of cycles around stations during the hours of operations. **The Bicycle sharing system will be designed in a manner so as to be able to integrate with the fare collection system of the existing / future public transport system through ITS system to aid multi modal integration.**

1.3 The Bicycle Sharing System for Jabalpur

The proposed system will have **1000 cycles spread over 100 parking** spaces / stations **across the city**. The project will be implemented by the service provider with in a time period of **6 months** of signing the bid. However, number of cycles or / and stations can be increased with mutual consent of the Authority and service provider.

The Authority hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the Bicycle Sharing System in the city of Jabalpur. The terms of payments and revenue would be as detailed below:

- a) **The Capital Cost and the Operation Cost of the project, will be borne by the service provider. Penalties will be levied on the service provider in absence of / deviation from the service level benchmarks.** The Service level benchmark is mentioned in **Section 6.2**.
- b) **The operations contract will be issued to service providers for a period of 3 years.** During this period.
- c) The service provider is entitled to:
 1. **Fare box revenue:** Revenue earned from sale of memberships and rent earned from renting of cycles to the users.
 2. **Advertisement Revenue /Sponsorship Contract Revenue:** The service provider will be given the rights to sell advertisement space on the system. This include advertisement space on cycles and station infrastructure like panels and docks at the station. Alternatively, the service provider may also sell sponsorship contract to the system to a single entity. The sponsorship contract will include not only space on the system but also naming rights to the system.
 3. **Annual Cycling Event:** The Service provider will be given the rights to conduct an annual cycling event in the city along with the Authority. The profits made from this event will also be used to run the PBS system
 4. **CSR Funding:** The Service provider is also given the rights to tap in to CSR funding of private organizations to fund the operations of the system.

The location for the bicycle stations will be determined by the Authority in consultation with the selected service providers.

Utility Shifting: If any Utility Shifting is required for stations, then cost of same shall be borne by the service providers.

1.3.1 Eligibility Criteria for the Bidder

The Bidder must meet the following qualification criteria as on the last date of submission of this bid:

S. No	Type	Qualification Criterion	Documentary Evidence
1	Company Profile	The Sole Bidder / Lead Member shall be in operations for a period of one (1) year as on published date of RFP.	<ul style="list-style-type: none"> • Copy of certificate of Incorporation / Registration under Companies Act 1956 (for Indian companies) • Global companies to provide equivalent proof of incorporation /registration • A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written power of attorney for this bid on a stamp paper, authorizing the lead bidder to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to the payments.
2	Company Financials & Profile	The Sole Bidder/ Lead Member shall be into the business of: <ul style="list-style-type: none"> • Public Bicycle sharing/ rental. • IT / Technology based Taxi or car rental/sharing. • IT / Technology based two-wheeler rental/ sharing. • Bicycle Manufacturing 	<ul style="list-style-type: none"> • Audited financial statements for last one Financial Year. • Auditor's certificate clearly specifying the annual turnover for the specified years. • Certificate from Auditor on net worth • MoA /AoA shall be submitted showing the area of business.
3	Company Standing	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) shall not be blacklisted by any State / Central Government Department or Central /State PSUs.	The Sole Bidder or the Partner In charge and all other Members of Consortium: <ol style="list-style-type: none"> 1. Undertaking to this effect on the letter head, signed by bidders' authorized signatory. 2. In case of consortium, this needs to be provided by each of the consortium member.
6	Prior Experience	The Bidder (any member in case of consortium) should be associated with bicycle industry (Manufacturers, bicycle share operators etc.) and should have operated and managed at least one (1) nos. of bicycle sharing system using IT/ Technology. They should also have a cumulative fleet size of 500 bicycles in past five (5) years from the last date of bid submission.	Sole Bidder/any Member of Consortium: <ol style="list-style-type: none"> 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead <p>In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>

1.3.2 Conflict of interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, The Authority shall forfeit and appropriate the tender security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the JSCL hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (a) Constituent of Bidder is also a constituent of another Bidder; or
- (b) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or an Associate thereof; or
- (c) Bidder has the same legal representative for purposes of this Bid as another Bidder; or
- (d) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party / parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (e) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents design or technical specifications of the matters covered in the tender. Notwithstanding anything stated herein a Conflict of Interest situation arising at the prequalification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

2. RFP Data Sheet & Timelines

“Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Jabalpur”	
Description	Date
Date of Pre-Bid Meeting	15/01/2020 @ 15:00 Hrs
Last date for purchase of Tender	24/01/2020 Before 17:30 Hrs
Last Date of Online Bid Submission	25/01/2020 Before 17:30 Hrs
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Last Date of Physical Bid Submission	27/01/2020 Before 17:30 Hrs
Opening of Financial Bid	28/01/2020
Earnest Money deposit (E.M.D.)	Rs. 2,00,000.00(Rs. Two Lakhs only)
Cost of Bid Document (Non- Refundable)	Rs.12,500.00 (Rs. Twelve Thousand Five Hundred only)

The above time frame is indicative and would be subject to change as may be notified by the Authority from time to time. All times refer to India Standard Time.

3. Scope of work

The contract will be for design, procurement, installation, operation and Maintenance of the Bicycle Sharing System in the city of Jabalpur, Madhya Pradesh. Service providers need to provide integrated and innovative solutions for the Jabalpur Bicycle Sharing System, including all the hardware, software and system solutions along with operation of the system. The Intelligent Transport System (ITS) required to be tied in / synced with the ITS of the existing /upcoming public transport system. The Service providers are also expected to set up a control center, smart card/ electronic payment systems, operations and maintenance; marketing and outreach; and customer service.

The Service contract will be granted for a period of 3 years.

The Service Provider’s Scope of work includes:

3.1 System Planning and Installation

3.1.1 System Planning

A list of station locations (in case of dock-based systems) / parking spaces (in case of dock less systems) and size and capacity of each station/parking space will be proposed by the service provider. The authority will review the list and space details and give the recommendations on the same.

The service provider shall conduct activities not limited to:

- Evaluating the locations for Docking Station / Bicycle parking along with their sizes and capacity
- Conduct public outreach and location surveys to evaluate demand across the city
- Make recommendations on location and size of each station / parking space in the system. The final decision on the location and size rests with the Authority.

3.1.2 Station Installation Plans / Details of Parking Spaces

The Service Provider will also conduct site surveys and provide detailed drawings for each station in case of *dock based system* and layout plan of each of the parking space in case of *dock less system* showing the layout and positioning of the station / parking space relative to existing street elements. The Service Provider will submit the proposed list of spaces required and layouts to the Authority for approval. The Authority will clear the approved site and create a paved, level surface for station installation / parking.

The 1000 Bicycles are envisioned to be spread typically in close proximity to public transport nodes and important locations including transit /cultural / educational / institutional areas etc. in the city in order to complement the existing public transport system of the city. The bidder may propose more areas / locations to be added for the PBS system.

The service provider is required to notify the Authority of any plans to change their fleet size two weeks before deployment or cessation of services or change in number of docks (if applicable) and reasons thereof at least 3 months in advance.

The system installation will be divided in to 3 phases:

Phase1: On ground Testing

A period of 1 week, where the components and systems are tried and tested by the service operator. During this period, the system need not be open to the public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase2: User Generation Campaign

Period of at least two weeks before the formal launch of the system. The service provider is allowed to start the user generation campaign as soon as the system is able to run efficiently. During this period the service provider should actively try to engage the people of Jabalpur in understanding the operations of a PBS and also generate memberships to the system.

Phase3: Formal Launch of the system

Within 6 months of the date of signing the service contract with the Authority, the service provider should formally launch the system. The contract period of the system begins on the day of the Formal launch of the system.

The schedule of 3 phases of installation is given below:

Phase	Time Line	Total Cycles
Phase 1: On ground testing	One week before Phase 3	>=1000
Phase 2: User Generation Campaign	At least 2 weeks before Phase 3	>=1000
Phase 3: Formal Launch	6 months after signing of Service Provider Contract/ 1 month after launch of on ground testing (whichever is earliest)	>=1000

3.2 Technical and operational standards

3.2.1 Bicycles – General Standards

- Certification demonstrating that each model bicycle put into service meets or exceeds both International (ISO 4210: Safety Requirements for City and Trekking Bicycles) and National (IS 10613: 2014: Cycles Safety Requirements for Bicycles).

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- Minimum Technical specifications for the cycles should at least meet the “Minimum Technical Standards” given in the sections below.
 - The service provider shall procure such cycle equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between the Authority and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
 - The Service Provider will present prototype Cycles for the Bicycle Sharing System to the Authority for inspection. The Authority will have the right to review all station hardware and software to ensure they meet all the technical criteria as specified. A prototype which may have features over and above the prescribed minimum standards will also be accepted by the Authority.
 - Should the Authority find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 30 days to propose a solution. The final designs will be subject to approval from the Authority. After receiving approval on the final design, the Service Provider may proceed to manufacture / acquire the rest of the Cycles and Stations.
 - The service provider will also make suggestions on the colors and branding of the cycles and stations (in case of dock based systems). These recommendations will be duly considered by the Authority. The final decision rests on the Authority and no additional branding components of any kind may be added to this design by the service provider.
 - All permitted operators shall provide on every bicycle contact information for bicycle relocation requests.

3.2.2 Number of Cycles- Fleet Size

- Procure Cycles as per the Authorized Fleet size set by the Authority-1000 cycles. Each of which shall comply with the technical standards as specified
- Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorized Fleet.
- The authorized fleet will be provided and maintained by the service provider as per the timelines agreed.
- A review of the Authorized size of the system will be triggered at any point the average number of rides in the system crosses the condition given below:
- If $r/f > 6$, the Authorized Fleet size can be increased by an increment specified by the Authority within 60 days of the end of the previous payment period.
- If $r/f \leq 6$, the Authorized Fleet will remain the same.

Where,

r = Is the average number of Rides during the previous 30days and

f = Is the Authorized Fleet during the previous 30 days.

In general, the incremental change in fleet size will be at least 100 cycles and or 5 stations for any given revision in the Authorized Fleet but the decision can be made by the Authority on an adhoc basis depending on the need /demand.

3.2.3 Stations/ parking spaces

In case of dock-based systems, the station specific hardware and software components of the Bicycle Sharing system should at least meet the “Minimum Technical Standards” as given in section below.

The service provider shall procure such stations related equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between the Authority and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

The Service Provider will present prototype Station for the Bicycle Sharing System to the Authority for inspection. The Authority will have the right to review all station hardware and software to ensure they meet all the technical criteria as specified. A prototype which may have features over and above the prescribed minimum standards will be accepted by the Authority.

Should the Authority find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 30 days to propose a solution. The final designs will be subject to approval from the Authority. After receiving approval on the final design, the Service Provider may proceed to manufacture /acquire the rest of the Cycles and Stations.

In case of dock less systems, proper demarcation of designated parking spaces, with appropriate signage of cycle parking etc. is required.

3.2.4 Minimum Hours of Operation

- The system will run for a period of at least 14hours every day.
- If the operator decides to operate for 14 hours, the hours of operation should be 6 am to 8:00pm.
- If the operator decides to expand the number of operating hours beyond 14 hours, then it is mandatory that the time period 6 am to 8 pm falls within the operating hours of the system
- If the operator has any suggestions on change in time of operations, such a request will be put forth to the Authority, who will have the final authority to decide.

3.2.5 Number of Stations/ Parking Spaces

Minimum 100 numbers of Stations / parking spaces are to be installed / identified by the service provider. In case of dock-based systems, each station should comply with the technical standards as specified in the document. However, if Service Provider wants to increase the number of Station / parking spaces, same can be done at the cost of service provider and a written approval form the Authority

- The system proposed by The Service Provider will install Stations/ demarcate parking spaces as per the timelines
- The number of units required for some of the essential station components / infrastructure are detailed below in sections below.

3.2.6 Number of Docks/ Locking posts (If applicable)

In case of dock-based system, the number of docks at each station should be more than the number of authorized bikes at each station, to ensure availability of excess docking space, to accommodate peak hour demand. This is only holds true in case of dock-based systems. The number of docks at each station should be 1.5 times more than the number of bicycles typically planned to be parked at any given station.

3.2.7 Mechanism / Devices for Card verification

A device / mechanism is required to validate the user in to the system and out of the system. This system will be connected to the central control system. In case of hand help/ hardware device, the functionalities of the equipment are listed in the section on Minimum Technical Specifications.

The requirement of this device however depends on the type of technology used. If the cycles are inbuilt with the card verification and card reading device the requirement of a separate card verification device is ruled out.

3.3 Bicycle Parking Spaces

- The Service providers shall submit an indicative service area for launch of operations.
- Bicycles shall be parked only at designated parking hubs approved by the Authority. Any unauthorized parking can be subjected to towing by the authorities.
- The Service Providers shall inform customers on how to park a bicycle properly and insist customers to park a bicycle properly within the designated area.
- Bicycles can only be parked on hard surfaces that can be accessed
- The Authority reserves the right to determine certain areas where dock less bicycle share parking is prohibited.
- Bicycles shall not be parked in a manner that would obstruct movement of pedestrians, shops and other road users.
- Bicycles shall not be parked in a manner that would hinder the visibility of motorists at junctions.
- Any Bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the Service Provider within two hours.
- The Authority retains the right to create geo-fenced stations within certain areas where bicycles shall be parked.
- The Service provider shall relocate or rebalance bicycles within two hours of a request from the Authority in the case of non-compliance of the Service Level Agreements/Violation of parking norms.
- Any Bicycle that is parked at undesignated locations for more than 24 hours may be removed by the city authorities and taken to their nearest towing facility for storage at the expense of the Service Provider. However, bicycles parked at undesignated places that obstruct other road users can be removed by the city authorities immediately when noticed.
- Bicycles shall be upright when parked.

3.4 Central Control System

The service provider should provide for a Central control system which can on a real time basis monitor the operations of the system (all its components). The central control system provides the backbone of the PBS system. The Control Center will constitute the Authority's single point of contact to enable the Authority to coordinate with the Service Provider in the course of the day-to-day operation and management of the Bicycle Sharing System by the Authority. The Service Provider shall ensure that the Control Center is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control center and the Authority.

The space required for the Control Center will be made available by the Authority.

The service provider should:

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- 1 Should provide for software to aid in monitoring of the system including details like bicycle and dock availability at each station.
 - 2 Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
 - 3 Software which will be able to help in system planning and expansion.
 - 4 Procure software and hardware for the processing of customer payments via different modes.
 - 5 The hardware and software should meet the “Minimum Technical Standards” as given in section below.
 - 6 The Central Control system should be linked to the ITS system of the existing / upcoming public transport system to ensure coordination between both modes.
 - 7 Provide a physically staffed central control room to house the central control system which will have computer terminals and communications equipment allowing Service Provider staff to monitor system status.
 - 8 Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by service provider.
 - 9 Shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.
 - 10 The service provider should provide API to integrate with the city application, so that users can get the access of the application via city application.

3.5 Redistribution

- 1 The Service Provider shall ensure that the cycles are redistributed on a regular basis between stations / locations to ensure that no area is unserved or overly served for an extended period of time.
- 2 The service provider should provide adequate number of vehicles which are used only for the purpose of redistribution of cycles a cross stations.
- 3 The service provider shall provide the Authority with a direct contact for bicycle share company staff that are capable of redistributing bicycles.
- 4 If a bicycle is found to be unused and at a particular location continuously for more than 7 days, the Authority has right to seize the property and will be returned to the Service Provider upon payment of costs incurred by the Authority in transporting seized vehicle.

3.6 Depots/ Workshops

The Authority shall provide the adequate Depot / Workshop space for spare Cycles, cycles repair, equipment and Parking space for redistribution vehicles to the service provider.

The Service Provider shall source and install the maintenance equipment as necessary. Major repairs of the Cycles and Stations which cannot be carried out on the site shall be carried out at the depot / workshop space developed by the Service Provider or provided by a third party.

Such location should be accessible and appropriately equipped to manage the Bicycle Sharing System. Cost for equipment for maintenance & repair of cycles is to be borne by the service provider.

3.7 Registration of Users

Registration is a necessary pre-condition to gain access to the PBS system. Registration of the users is necessary for the system to identify and track the user who has borrowed the cycles from the system, thus reducing the probability of theft and vandalism.

All users are required to register with the system either through the app or website through a clearly defined mechanism. The system should be accessible through the smartphone app and/or website and/or the card issued by the service provider.

3.8 Fare Collection System and User Charges

- 1 The Fare collection system of the PBS should be integrated with the fare collection system of the existing / upcoming public transport system.
- 2 The Fare structure, Membership fees and usage fees are mentioned in the tables below. No additional fees may be collected by the Service Provider or the staff.
- 3 Tipping or any exchanges of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.
- 4 All decisions regarding revisions in fare will be made by the authority's officer in charge for the project and shall only become applicable with the written approval by the Authority.

Fare Structure: The fare structure for the system as determined by the JSCL is given below. There are four main components to the fare and payment structure:

1. Security Deposit
2. Subscription Fee
3. User Fees
4. Processing Fee

1. Security Deposit- A refundable Security Deposit will be charged on all users to ensure safety of the system's cycles. Lack of a security deposit could lead to theft of cycles or the cycles not being returned back to the system and being discarded around the city.

The Security Deposit should be linked to the insurance amount of cycles and should not exceed an insurance amount per cycle. The security deposit charged from each user should be the insurance amount/cycle and should not exceed Rs.500/-. This will be charged on all kinds of users for the length of their use/membership, at the end of which it would be returned, in case there has been no case of missing cycles attributed to the person's account.

2.Subscription Fees- Users may if they prefer to subscribe to the system to become a member. Not all users who are registered with the system are required to become members. Members are granted with the benefit of unlimited number of cycle hires of the trip lengths half an hour or lesser during the time of their membership. Three types of membership will be offered in the system.

- One-Year Pass- Membership valid for a year
- Three Month Pass- Membership valid for three months
- One-Month Pass – Membership valid for a month

The proposed subscription fee for each membership is given below:

Subscription Type	Fee (Rs.)
One Year Pass	999
Three Month Pass	299
One Month Pass	149

3. User Fees - The proposed fees that users pay based on the amount of time cycles were borrowed each time before it is returned to the system.

Time (in Mins)	Non-Member-User Fees (Rs)	Members User Fees (Rs)
0-30	10	0
Till 60	20	10
Till 90	40	20
Till 120	60	30
every additional 30 minutes	30	15

4. Processing Fee - An amount of Rs. 50 is charged as processing fee for issuing a card to a user. Members are exempt from this charge.

3.9 User Information System

- 1 Service Provider need to develop and Integrated Website for PBS and establish a smart phone app for the system which will help users both static and real time information about the system.
- 2 Such information is to be integrated with any other system of the Authority by Service Provider without any extra cost.

3.10 Advertisement Space

- 1 The Service Provider will make available designated branding / advertising spaces on the cycles and stations available for advertisement as per the Technical Specifications.
- 2 The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but the Authority will have the final right of approval on the same.
- 3 The specifications of the advertisement panel are given in system specifications detailed in section below.

Note: The Service Provider should have to check the State Outdoor Media Policy/Rules for the Advertisements.

3.11 Marketing and User Education

1. The Service Provider will be responsible for carrying out on-going marketing activities to promote use of the bicycle Sharing System and user education of the system. Before and after the Commencement Date, the Service Provider will carry out marketing activities to promote the system and increase membership.

3.12 Human Resource Plan

The Service provider will

1. Enlist trained professionals to operate the Bicycle Sharing System.
2. Hire adequate staff to ensure that scope of services as mentioned in the RFP are met.

3.13 Data Reporting and Sharing

During the Operation Period:

- 1 The Service Provider shall make available all the data pertaining to the Operation & Maintenance of the Projecting real-time through Application Program Interface that can be accessed by the Authority or its representative. The real-time data shall be in such a format that the Authority shall be able to evaluate the performance of the Service Provider against the Service Levels set forth in this Agreement.
- 2 All Service Providers shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Data will be submitted to the Authority via an API to be distributed by The Authority. The authority reserves the right display the data /information on public platform.

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	“Standard” or “Electric”	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

- 3 The Service Provider shall no later than 7(seven) days after the close of each month, furnish to the Authority a monthly report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.
- 4 The Service provider shall no later than 14 (fourteen) days after the close of each quarter furnish to the Authority a Quarterly report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion plans of the system. This will include details of localities / stations with maximum and lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service including potential location where the bicycle share can be expanded to.
- 5 The Authority may request the Service Provider for any additional information other than the real-time data if need be.
- 6 The Authority will have complete ownership on the data.
- 7 The authority may use and publish data on their own application or other allied applications as deemed fit by JSCL

3.14 Maintenance

- 1 The Service provider needs to ensure that the cycles and all other assets of the system are regularly maintained on a regular basis. The Service provider is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station

infrastructure and the cycles of the system. The Maintenance checks are not to be conducted during hours of operation of the system.

- 2 Cycles which require more than on-site maintenance should be taken to the Depot for repairs and be replaced with cycles from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system.
- 3 Information of the problems that were addressed at each station with regard to cycles and other infrastructure needs to be properly recorded and entered in to the central database.
- 4 The exact maintenance schedule will be finalized by the Authority after consultation with the service provider.

3.15 Legal

- 1 Bear all applicable National, State and local taxes on purchase of equipment.
- 2 Bear all the risk incurred on vandalism of the system-cycles, docks, terminals and other components with in the station premises & vandalism and loss of bicycle which has been rented out.
- 3 Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
 - Any Financing Agreements of Laws of India.
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

4. Minimum Technical Specifications

4.1 Bicycle

S.No.	Bicycle-Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the bicycle from regular cycles in the market through design
3	Seat Adjustable without any tools
4	Sturdy, lightweight Frame
5	Integrated Lock+ Kick Stand
6	Front mounted Basket with a capacity upto10kg
7	Ad Space on basket and the sides of the bicycle
8	Simple reliable braking system
9	Simple gear system
10	Rust and Graffiti Resistant
11	Front and Rear mud guards with fenders
12	Enclosed mechanisms
13	Lighting System in the front and back
14	Bell
15	Reflectors on front, sides and back

4.2 Stations (if applicable)

S.No.	Stations – Minimum Specifications
1	Modular design- easy to construct and de-construct. Station location can easily be changed.
2	Installed in a manner that ensures safety of the stations infrastructure and cycles
3	Covered Station- Cycles and space for station attendants should be covered to ensure protection from the heat and rain
4	Accommodates gaps caused by on-street obstructions such as manhole covers
5	Space/ kiosk for display of system information, station attendants to register users and undertake cash or card transactions and store devices, fresh smart cards, keys to bicycle locks and money
6	One panel of 6ft*6ft for Advertisements at each station
7	Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels

4.3 Docks (if applicable)

S.No.	Docks- Minimum Specification
1	Separate docks for each bicycle
2	Locking Mechanism if any for the docks are easy to operate.
3	System Cycles are locked on to docks / locking posts and never to each other
4	Simple design which do not consume a lot of space
5	Rust and Graffiti free material
6	Guaranteed life of at least 5 years

4.4 Device for Check in and check out/ card verification

S. No.	Device–Minimum specifications
1	Simple and non-bulky design
2	GPRS enabled. Able to communicate real time information to the Central control room.
3	Reads Smart cards and indicates validity of the card and availability of minimum balance within 5 seconds
4	Transmits information about user ID and time of check in and check out to the Central Control Room
5	Able to communicate with the control room check in and check out of bicycle at the station and number of cycles available at any given point at the station.

The requirement of this device however depends on the type of technology used. If the cycles are inbuilt with the card verification and card reading device the requirement of a separate card verification device is ruled out

4.5 Central Control System

S. No	Central Control System- Minimum Specifications
1	Connected to all the registration centers and station check in and check out equipment at the stations
2	Able to compile information at station level and system level

3	Able to track the availability of cycles and docks at each station of the system
4	Able to use the bicycle and dock availability information to make decision on redistribution of cycles
5	Able to provide real-time information of the system to the Authority
6	Able to receive and save all records on a searchable database
7	Guarantees data security as per Indian law and international best practices
8	All data is the property of the Authority
9	Central Computer System should be upgraded and maintained daily
10	System is integrated with the ITS system of the existing /upcoming public transport system
11	The Contractor will provide reports to the Authority in accordance with an agreed upon schedule or on request.
12	Physically staffed Office space housing the central control system
13	Computer terminals and communications equipment allowing Service Provider staff to monitor system status
14	Call center clause: The service provider shall provide a call center number for queries and feedback for the system.

4.6 Redistribution vehicles

S. No.	Redistribution Vehicles- Minimum Specifications
1	Designed to ensure transfer of cycles with minimal damage.
2	Follows the same brand guidelines for the entire system. Should look like a part of the rest of the system

4.7 Depots / Workshop

S. No.	Depots / Workshop- Minimum Specifications
1	Space to store extra/ backup cycles for the system
2	Space to store backup check-in / checkout devices and other equipment
3	Space to undertake repair of cycles of the system
4	Space to store the required tools for repairs and maintenance

4.8 Registration Centers (If applicable)

S.N	Registration Centre- Minimum Specifications
1	Enabled to collect ID proofs and other required documents to register a user to the system
2	Enabled with the required equipment or technology to issue a new user id to new customer
3	Enabled to issue personalized cards with user id and information for ID proofs linked to the card.
4	Enabled to collect and return security deposits
5	Enabled to handle card and cash transactions for subscription fees and top up of smart cards.
6	Enabled to link the transactions to the relevant user id.

4.9 User Information System

S.No	Smart Phone App- Minimum qualification
1	Smartphone apps are provided for at least the Android and Apple operating system (IOS)
2	Should be able to provide information about the system-static and real-time for the ease of the user
3	Should be linked to Google maps,
4	Should be able to integrate information of the existing/upcoming public transport system on a later date, if required by the Authority.

4.10 Service Level Benchmarks

The accepted Service level benchmarks and the corresponding penalties from the Authority to service provider is given below:

	S. No:	Performance Indicator	Explanation	Time	Acceptable Service Level	Compensation on Meeting the standard
Bicycle Distribution	1	High priority stations/parking locations*-empty, peak hours	Percent of the time that high-priority stations/locations are empty during peak hours	7am-10am&4pm-7pmeveryday	Should be less than5% of the total time of operation	1 % of the Bank Guarantee
	2	High priority stations/parking locations-empty, non-peak hours	Percent of the time that high-priority stations are empty during peak hours	Operating hours excluding peak hours	Should be less than10% of the total time of operation	0.5% of the Bank Guarantee
	3	Low priority stations/parking locations -empty, peak hours	Percent of the time that high-priority stations are empty during peak hours	7am-10am&4pm-7pmeveryday	Should be less than15% of the total time of operation	0.5% of the Bank Guarantee
	4	Low priority stations/parking - empty, non-peak hours	Percent of the time that high-priority stations are empty during peak hours	Operating hours excluding peak hours	Should be less than20% of the total time of operation	0.5% of the Bank Guarantee
Availability	5	Bicycle Availability	Average bicycle fleet available per day	At6am or when the operations start in the day whichever is later	Should always be 95% or more of the total authorized fleet size	0.5% of the Bank Guarantee
	6	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 100% of the agreed hours of operations (unless permission has been granted by the Authority for otherwise)	0.5% of the Bank Guarantee

Registration	7	Registration of Members	% of valid applications and registrations that are processed, and membership issued within a day	All through the month	90% of all valid applications will have to be processed within 1 day of receipt of application	0.5% of the Bank Guarantee
	8	Registration of Non-Members or Renewal of Membership or Top-up of smartcards	% of valid applications for non-members, renewals and top of smart cards within half an hour	All through the month	90 % of all applications will have to be processed within half an hour	0.5% of the Bank Guarantee
Maintenance	9	Availability of the Website and smart phone app	% of total time in a month when web site and smart phone app is not available	All through the month	The web site and smart phone app are available for at least 90% of the time during the entire month	0.25% of the Bank Guarantee
	10	Maintenance Schedule	Following the pre-determined maintenance schedule	All through the month	The maintenance schedule is followed more than 90% of times as pre-determined	0.5% of the Bank Guarantee
Usage	11	Ridership Level	Average ridership of the system per bicycle/day	All through the month	If the average rider ship in the system is more than 4/bicycle/day	0.5% of the Bank Guarantee
	12	Memberships	Total Memberships / month	All through the month	If the total no: of memberships for the system is 750 members or more	0.5% of the Bank Guarantee
Awareness	13	Trial Users	No: of people who were riding during the trial riding sessions/ no: of unique trial sessions	All through the month	If the total no: of trial users is more than 500 unique users/ month & more than 10 trial sessions / month with different groups	0.5% of the Bank Guarantee
Parking (Dock less systems)	14	Parking of cycles at designated places and in the prescribed manner	No. of cycles parked at designated places and in the prescribed manner	All through the month	Should always be 100% i.e. all cycles should always be parked only the designated parking spaces and in the designated format as described under the section on parking.	20% of the per cycle deposit. (Penalty will be levied based on per cycle deposit i.e. Rs. 500.cycle in this case.)

5. Implementation

5.1 Contract Period

This Contract is being granted for the install action and operation of the Jabalpur Bicycle Sharing System for a Contract Period of 3 years. The contract will be exclusively provided to two operators for this period and will be excluding the time required for system installation.

The Service Provider shall make available for Service the entire Bicycle Sharing System and the entire Fleet from Commencement of Operations until such time as the Contract Period expires, subject to the Assured Fleet Availability (according to Project Phasing) during the Contract Period.

5.2 On Ground Testing

The Service Provider is required to run an on-ground test of the system components for at least two weeks before the formal launch of the system to the general public. This period will be used by the service provider to identify any service glitches in the system and correct it. During this period, the Service Provider shall make available the following:

- Staff required for operations and maintenance of the stations which are being tested.
- If the system is dock-based, at least 10 Stations (with at least 50 Cycles and 125 docks), the Control Center, and a Depot for the purpose of training and testing of operations.

The Authority and Service Provider shall use this period to understand the intricacies of operations and fine-tune the Bicycle Sharing System. No fines shall be applicable during this period. The Authorized Fleet requirement is not applicable in this period.

5.3 List of Indicative Deliverables

The selected Service Provider should submit an indicative time line to the Authority on the deliverables of the system. The time lines should be such that the Service provider is able to start the operations of the system within 6 months of signing the contract.

5.4 Damages

The Service provider will be responsible for all damages to the Bicycle Sharing System. Damage to Project Asset due to regular wear and tear under normal conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and / or omission of act by the Service Provider shall be the liability of the Service Provider. In such case Service Provider shall repair and rectify at its own cost the damages to the satisfaction of the Authority. All insurance proceeds if any shall be applied in rectification / repair of Project Assets. Damages due to vandalism and theft are also the responsibility of the Service Provider, who should be insured against such, losses.

Damages due to negligent driving or accidents by Service Provider personnel or authorized representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Service Provider. The Authority has no liability for such infractions. The Authority shall not be liable to make any other payments such as those arising from maintenance or operations of the Bicycle Sharing System other than the payments described in this section.

6. Summary of Responsibilities

The following list is a representative but not exhaustive summary of the respective responsibilities of the Service Provider and the Authority.

6.1 The Authority

- Approval of locations and sizes– Docking stations in case of dock-based systems and geo-fenced parking spaces in case of dock less system for bicycle docking/parking.
- Ensuring clearance and approval from all the required authorities for installation and operation of the system.
- Approval of System branding and naming/advertisements on the system.
- Review of Service Provider plans operation and maintenance including plan for redistribution of cycles.
- Review of quarterly operations report and Fare box revenue.
- Provision of rights to the Service provider to conduct an annual cycling event in Jabalpur along with the Authority.

6.2 Service Provider

- **Procurement of Hardware:** Cycles, Docking Stations (Terminals + Docks/ locking posts + Device/technology for card verification)
- Provision of docking stations in case of dock-based systems and geo-fenced parking spaces in case of dock less system for bicycle docking/parking.
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- Provide real data in prescribed format
- Planning of Stations: Location of stations/parking spaces and siting Plans
- Installation of stations
- Procurement of Dedicated Vehicles for redistribution of cycles
- Regular Maintenance of Stations and Cycles
- Establishing and Operating Depots & Workshop for repair of cycles and other system parts and storage of spare parts and backup cycles
- Registration of Users at notified registration centers (if applicable).
- Collecting fare box revenue
- Selling advertisement space on the system/sponsorship rights to the system
- Co- organizing an annual cycling event in Jabalpur along with the Authority to promote cycling
- Provision of **Website and Smart Phone App** for the system
- An ITS which will fully integrate with the existing ITS of the existing public transport system
- Marketing & User Information-Before Launch and during operations
- Planning and hiring adequate staff with the right capabilities
- Data Reporting Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- Legal–Insurance of Bicycles, Stations and Public Liability Insurance Policy (all risk of vandalism on operator)

7. Bidding Process

7.1 Bid Process-Steps

All bidding procedure will be as per the date mentioned in datasheet. As per bid data sheet.

7.1.1 Pre-Bid Meeting

Pre-Bid Meeting will be held by the Authority as per RFP Data Sheet & Timelines. This meeting is to address queries by bidders. Bidders may either present their questions about the project details and bidding process before the pre-bid meeting or at the meeting. The questions will be addressed by representatives of the Authority. If required; changes may be made to the tender document based on the queries of Bidders.

7.1.2 Opening of Technical Bid- The Technical Evaluation

Technical Bids of all bidders shall be opened by the Authority in the presence of Bidders' representatives who choose to attend the opening of Technical Bid as mentioned in RFP Data Sheet & Timelines. The Bidders' representatives who are present at such opening shall sign a 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 for the Authority, the Bids shall be opened at the appointed time and location on the next working day.

7.1.3 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as the Authority in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

7.1.4 Technical Bid Presentation

The Bidders are required to also make a presentation on the technical bid submitted. Any questions on the technical proposal from the Authority or its representatives have to be addressed by the bidder at the presentation.

7.1.5 Opening of Financial Bids

After the evaluation of Technical Bid has been completed, the Authority shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of the Authority in this regard will be final. Financial Bids of those Bidders whose Technical Bid rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

7.1.6 Completeness of Bids & Rectification of Errors

The Authority will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

7.1.7 Clarification of Bids

During evaluation of Bids, the Authority may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by the Authority before the expiration of the deadline prescribed in the written request for clarification, the Authority reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

7.1.8 Rejection of Bid

A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if:

- Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
- Bid is not submitted in the bid-forms annexed in the RFP Document; or
- Bid is submitted by tele or fax
- Bid Security does not conform to the provisions set forth in this RFP; or
- Failure of any one (or more) of the conditions set forth here in above shall result in rejection of Bid.

In addition, other fore going, in the event a Bidder makes an effort to influence the Authority in its decision on Bid evaluation, bid comparison or selection of the Service Provider, it may result in rejection of such Bidder's Bid.

7.2 Bid Process- Evaluation

Only the bids of those bidders who pass the pre-qualification criteria (both technical and financial) would be considered for the project.

The technical bids are first evaluated and ranked before the financial bids are opened. The final decision is based the financial quote. The process is detailed out below.

7.2.1 Evaluation of Technical Bids

The methodology for evaluation of Technical bids is given below:

S. No.	Parameter	Description	Score
1	Bicycle	Aspects of the Bicycle Design over and above the minimum specified requirements that result in improvements for the user, the operator or the Authority. Examples of such aspects include, but are not limited to: <ul style="list-style-type: none"> • Light weight Cycles. • Embedded GPS Devices. 	10
2	Station in case of dock-based system and Parking plan/strategy in case of dock less systems	Aspects of the Station Design over and above the minimum specified requirements in case of dock-based system and parking strategy / plan in case of dock less system that result in improvements for the user, the operator or the Authority Simple attractive design of the station.	10
3	User Inter face and Experience	Aspects of user interface at the station and smart phone app and the user's experience in using the system which is better than the minimum stands specified. Infographic representation of user information. Extra functionalities on the smart phone app	10
4	ITS Strategy	Aspects of the ITS which is over and above the minimum specified qualification. Enabled to integrate with other new modes of transport. Reporting structure which aid sin planning for expansion. Reporting structure which helps the Authority to monitor service level bench marks with no manual inspection.	10

5	Awareness and User Generation Campaign	The methodology for awareness and user generation including: Innovative methods used for generation of user in tee stand the target groups for each campaign. The rationale for choosing the methods chosen. The detailed plan along with time lines for the campaign	10
6	Operations Plan+ HR	Aspects of the Operations and HR plan which is over and above the minimum specifications. Efficient plan on redistribution of cycles. Use of environment friendly vehicles for bicycle distribution.	10
7	Prior Experience	If the Bidder or bidder consortium has, had any experience in PBS planning and operation and bicycle manufacturing, other bicycle related businesses etc.	10
8	Project Plan	This shall include deployment plan, redistribution plan, maintenance plan, scale-up plan, revenue modelling, etc.	10
9	Demostration	The bidder should have to provide the demonstration of the proposed technology (which they are/was using in other projects)	20
		Total	100

All bidders will be evaluated on the Technical bid and the presentation on the bid based on the scoring system given above. The objective of the presentation is to:

- Demonstrate the solution in real life scenario.
- Understand the system's features in greater detail.
- Understand the proposed system's fit to Corporations requirements.
- How the fare collection system will be integrated with the fare collection system of the existing/upcoming public transport system.
- Approach and Methodology.
- Project plan.
- Technical solution proposed in the technical bid.
- Addressing all queries on the technical bid from the Authority or its representatives.

To qualify for the next round, financial bid evaluation, and the bidder's technical bids need to meet certain standards:

- **Bidders scoring less than 80 in the Technical Bid evaluation are immediately disqualified**
- **Among Bidders who score higher than 80, only top 3 Bidders (highest scores) will be eligible and short-listed for the financial evaluation.**

7.2.2 Evaluation of Financial Bids

- Commercial Bids of only top three bidders who have obtained 80 or above marks in the technical bid evaluation process will be opened.

The successful applicant shall be the one bidder whose proposal quotes the **highest premium charge to be paid to the authority on a monthly basis for operating PBS in Jabalpur. However, if highest charge is quoted by more than one bidder, the one with highest technical score will be selected. There is no minimum and maximum limit on the premium charge to be quoted by the service providers.**

Given below is the format in which proposal for Monthly Premium Charge should be submitted for consideration under financial evaluation.

Monthly Premium Charge for Services: Rs.

7.2.3 Commercial Bid Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price bid format.

7.2.4 Clarifications

The Authority reserves the right to seek clarifications from bidders on the documents submitted along with bid. If the bidder fails to submit the clarification with in the specified time, The Authority reserves the right to declare the bid is non- responsive and will not be further evaluated.

7.2.5 Process to be Confidential

After the opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of Contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

8. General Instructions to Bidders

8.1 Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

8.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

8.3 Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to the Authority in writing by post, email, courier, or by fax to the following addresses/fax number in order to enable the Authority to have adequate notice of the said queries so that the same may be addressed at the Pre-Bid Meeting:

Contact for questions about RFP submission procedures, Technical Specifications and Terms and Conditions at: 7611136807, 7611136800

Nothing in this section shall be taken to mean or read as compelling or requiring the Authority to respond to any questions or to provide any clarification to a query. The Authority reserves the right to not respond to question sit perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if the Authority in its sole discretion considers that no reply is necessary.

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that the Authority has not responded to any question or provided any clarification to a query.

8.4 Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders as per the details mentioned in Data Sheet.

Pursuant to the Pre-Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments there to as applicable.

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting. The Authority may, at its sole discretion, extend the Deadline for Submission of Bids.

8.5 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments /modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments/modifications thereto (here in after referred to as the "Addendum(s)"). If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, the Authority reserves the right to extend the Deadline for the Submission of Bids. However, no request from the prospective Bidder(s), shall be binding on the Authority for the same.

Further, corrigendum/ addendum, if any, issued to the RFP/bid document, shall be made available in www.jscljabalpur.org and <https://mptenders.gov.in/> and all prospective bidders shall verify the same, without fail.

8.6 Preparation of Bids

8.6.1 Language mptenders.gov.in/ of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority shall be written in English language only. However, in case Bidder choose to enclose certain supporting document(s) in any language other than English then the Bidder shall also enclose certified/authentic translated copies of the same in English language. Any such document that is not translated in to English or will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

8.6.2 Bid Currency

All prices quoted in the Bid shall be quoted in Indian Rupee(s)(INR).

8.6.3 Format of Earnest Money Deposit ("EMD") or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs.2,00,000/- (Rupees Two lakh only) (here in after referred to as "Bid Security" or "EMD") shall be accepted only in the following forms:

- (i) Payment can made online through jscljabalpur.org, receipt of payment to be attached along with the bid.
- (ii) DD issued by any of the Scheduled commercial bank in India.

Note: DD from Co-operatives banks are not allowed.

Currency of Bid Security: The Bid Security should be furnished in Indian Rupees (INR).

8.6.4 Condition on Bidders

Bidding shall be open to firms (which include companies, partnerships, and proprietary concerns), duly registered cooperative societies, and consortiums. In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified and fully empowered to represent the consortium or joint venture. The lead firm shall have a minimum stake of 51% in the consortium/joint venture.

The following conditions for consortiums shall apply:

- A consortium agreement which specifies the exact members of the consortium provided in the form at given in Annexure
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/ shareholding /other relationship between them is to be made clear.
- A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs100/- (One Hundred only), the formats for which are supplied with this RFP.
- The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
- In case of the Service Provider being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act,1956. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.
- A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle the Authority to reject the Bid in its sole discretion.
- The Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

8.6.5 Authentication of Bid

The original and the copy of the Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

8.6.6 Validation of inter lineation in Bid

Any interlineations, erasures or over writing shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or over writing.

8.6.7 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid– Original" and "Technical Bid– Copy", as appropriate. The same practice has to be followed for the Pre-Qualification Criteria. In the event of any discrepancy between the original and the copy, the original shall govern.

Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

8.6.8 Format and Signing of Bids

The Bid shall be prepared and shall be signed by the Bidder himself or a person or persons duly authorized to bind the Bidder to the Contract. The 'Letter of Authorization' to Directors/Partners shall be backed by proper resolution of the company/society/LLP/ Partnership etc. as the case may be. If bidder is authorizing his family member or its employee or any other, a live and valid "Power of Attorney" authorizing such person shall be produced along with the bid. The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. Each page of the Bid must be numbered. The Power of Attorney duly stamped and signed by the attorney and shall holder be ideally in the format as provided in Annexure K hereof.

All prices and other information having a bearing on the price shall be written both in figures and words. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of the Company there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(i) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected; and

(ii) 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 subject to (i) and (ii) above.

(iii) Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Proposal and forfeiture of bid security.

8.6.9 Sealing and Marking of Bids

After online submission of Technical Bid bidder shall submit a sealed copy of same at the Authority office of JSCL.

8.6.10 Documents Constituting Bid

The bid documents consisting of technical bid financial bid, EMD/ Bid Security documents shall be submitted in separate covers/packet, properly sealed and in the manner as described below. Bid security/EMD Document shall be submitted in separate envelope.

All the separate covers (Envelope 1, Envelope 2 & Envelope 3) as above shall be kept in a Master Envelope which is to be Marked and sealed super scribing as "Bid Documents", "Installation and Operation of Public Bicycle Sharing System in Jabalpur" and submit the same as per schedule. The Bidder shall also mention his Name and address on above envelope.

The documents constituting the Bid shall be as follows:

8.6.11 Technical Bid with Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in Annex A of the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by the Authority in its sole discretion.

8.6.12 Financial Bid

The Financial Bids should be in the form and manner set forth in the RFP.

8.7 Period of Validity of Bids

8.7.1 Validity Period

Bids shall remain valid for a period of one hundred and twenty (120) after the date of technical bid opening prescribed by the Authority. the Authority reserves the right to reject a Bid as non- responsive if such Bid is valid for a period of less than 120(one hundred and twenty) days and the Authority shall not be liable to send an intimation of any such rejection to such Bidder.

8.7.2 Extension of Period of Validity

In exceptional circumstances, the Authority may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Authority and the response there to shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse the Authority's request for such extension without forfeiting the Bid Security. A Bidder accepting their quest of the Authority shall not be permitted to modify its Bid.

8.7.3 Mailing Address for Bids

Bids shall be addressed to the Authority and sent at the following address:

Jabalpur Smart City Limited,

Manas Bhawan,

Wright Town, Jabalpur,

Madhya Pradesh, 482002, India.

8.8 Deadline for Submission for Bids

8.8.1 Last Date and Time for Submission

The Bids must be submit online by the Authority, at the specified dates as mentioned in data sheet of RFP Document.

The Authority will not be responsible for delay, loss or non-receipt of 'Bid Security' and 'Cost of Bid Document' sent by post / courier.

The Authority shall not be responsible for 'Bid Security' and 'Cost of Bid Document' delivered to any other place / person in JSCL other than the designated officer and does not reach the designated officer before the dead line for submission.

8.8.2 Right to Accept Any Bid and to Reject Any or All Bids

Not with standing anything contained in the RFP Document, The Authority reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and annul the bidding process without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

8.8.3 Late / Delayed Bid

Any Bid received after the deadline for submission of Bids will be liable to be rejected and returned unopened to the Bidder. No further correspondence on this subject shall be entertained by the Authority.

8.8.4 Extension of Deadline for Submission of Bids

If the need so arises, the Authority may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFP documents in this behalf. In such event, all rights and obligations of the Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

8.9 Modification and Withdrawal of Bids

Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

Withdrawal of a Bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid or misrepresentation of documents, data submitted in Bid submission shall result in the forfeiture of the Bid Security/ EMD.

8.10 Bid process– Validity and Discharge of Bid Security

8.10.1 Validity of Bid Security

Bid Security shall be valid for a period of Minimum 60 days beyond the validity period of the Bid. The Bid document specifies the date up to which the Bid security shall be valid. The date shall be calculated as per example below.

For Example: Let the validity period of the Bid be 120 days and date of Bid submission is 01. 01. 2020 then the Bid security shall be valid up to 30. 04. 2020 (both days inclusive i.e. the date of submission of Bids and the sixty days beyond the last date of period of validity of the Bid). If the Bid submission is extended by the Competent Authority no change in validity may be asked for extension (s) up to 45 days.

8.10.2 Discharge of Bid Security of Other Bidders

The Bid Security of Bidders other than the Bidder selected to be the Service Provider will be discharged/returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Provider Agreement with the Service Provider.

8.10.3 Discharge of Bid Security of Service Provider

The Service Provider shall be required to furnish a performance guarantee on or before the date of signing the Provider Agreement. The Bid Security of a Service Provider shall be discharged only after the Service Provider furnishes the performance guarantee as required. The Service Provider's Bid Security shall not be adjusted against the Performance Guarantee.

8.10.4 Forfeiture of Bid Security

The Bid Security of a Bidder shall be forfeited in the following events:

- If a Bidder withdraws the proposal during the period of Bid validity after the Bid due date, or
- In the case of the Bidder selected to be the Service Provider, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.
- If the Successful Bidder fails to furnish the Security Deposit within the stipulated time or such extended time at the sole discretion of the Authority, then the Bid Security shall be liable to be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the RFP Document. The Authority may also initiate legal action against such successful bidder to claim damages/compensation in case he/she is backing out after awarding of the contract.

8.11 Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Service Provider(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the Authority at the time of finalization of the Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Provider Agreement (as aforesaid) and thereafter the Service Provider shall commence supply of the equipment for the Bicycle Sharing System. The signing of the Provider Agreement shall be completed within one (1) month of the issuance of the Letter of Acceptance to the Service Provider or within such extended time frame as extended by the Authority in its sole discretion.

Any and all incidental expenses of execution of the Provider Agreement shall be borne by the Service Provider.

8.12 Annulment of Award

Failure of the Service Provider to comply with the requirements set forth in this RFP Document and/or the provisions of the Provider Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

8.12.1 Failure to abide by the Provider Agreement

The conditions stipulated in the Provider Agreement shall be strictly adhered to by the Service Provider and any violation thereof by the Provider may result in termination of the Provider Agreement without prejudice to any rights available to the Authority upon such termination as set forth in the Provider Agreement.

8.13 The Authority's right to accept or reject any and/or all Bids

the Authority reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason what so ever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

9. General Conditions of Contract

9.1 Application

These general conditions shall apply to Service Provider to the extent that provisions in the Service Provider Agreement do not supersede them.

9.2 Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Bicycle Sharing System. In the event that the Authority requires any interaction and /or arrangement with a third party in relation to the Bicycle Sharing System, Service Provider shall act as a faithful adviser to the Authority in such process and shall, at all times, support and safe guard the Authority's legitimate interests in this context.

9.3 Use of Provider Agreement & Information

Service Provider shall not, without the Authority's prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection there with, to any person outside the scope of the Bicycle Sharing System.

Service Provider shall not, without the Authority's prior written consent, make use of any document or information, which becomes available to the Service Provider during the performance of the Provider Agreement, except such use of information for the purpose of performing the Service Provider Agreement.

All documents other than the Service Provider Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of the Authority and shall be retained (in all copies) by the Authority.

9.4 Indemnity

Service Provider shall at all times, i.e. during the subsistence of the Service Provider Agreement and any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any actor omission of the Service Provider or his agents, employees or sub-contractors.

9.5 Performance Guarantee

Within 30(thirty) days of receipt of Letter of Acceptance from the Authority, Service Provider shall furnish a performance guarantee to the Authority. The Performance Guarantee shall be denominated in the currency of the contract for an amount equal to Rs. 5,00,000 (five lacs) for Public Bicycle Sharing System with 1000 cycles and minimum 100 Stations/parking spaces.

After the completion of defect liability period (6 months), the Performance Security shall be reduced by 60 percent of the Contract Price. The remaining 40 percent shall be released to the Contractor only after successful completion of the Post Warranty Service Period (i.e. 3 years).

The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft/Bankers' Cheque.

The Bid Security submitted by the Service Provider shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annexure of this RFP. The Authority will deduct from the deposit requisite amounts on breach of SLB's.

Performance Guarantees in the form of a bank guarantee shall be irrevocable and valid for the entire Contract Period and an additional period of 90(ninety) days thereafter.

9.6 Representations and Warranties

Service Provider here by represents and warrants that the hardware, software, and the services implemented under the Bicycle Sharing System shall be:

- In accordance with the standards laid out in the RFP by the Authority for the Bicycle Sharing System and those provided during the term of the agreement
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in Annex A;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be new;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements
- Be free from defects in design, material and workmanship, whether latent or otherwise,

Service Provider here by represents and warrants that neither any component of the Bicycle Sharing System nor any use thereof by the Authority will in fringe any patent, trademark, copy right, trade secret, or other proprietary right of a third party.

Service Provider here by further represents and warrants that any service that is provided by the Service Provider here under shall be performed in a competent manner and before any purpose for which Service Provider knows or has reason to know the Authority intends to use such service.

Service Provider here by agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of the Bicycle Sharing System by the Authority or any other authorized agency;(ii) are for the benefit of the Authority; and (iii) are in addition to any warranties and remedies to which the Authority may otherwise agree or which are provided by law.

9.7 Assignment

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with the Authority's prior written consent.

9.8 Delay in providing the Bicycle Sharing System

The Service Provider shall ensure that the Bicycle Sharing System is provided to the Authority as per the time schedule given in the Service Provider Agreement and /or any amendments there to. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of the Authority:

- Forfeiture of Service Provider's Performance Guarantee
- Imposition of liquidated damages on Service Provider in terms of this RFP
- Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify the Authority in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, the Authority shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

9.9 Quality check & acceptance of equipment

Service Provider shall finalize a Quality Checks and Acceptance Test Plan of offered systems to the Authority and after finalization, the same shall form part of the Service Provider Agreement. The cycles offered by the Service Provider for the Jabalpur Bicycle Sharing System shall be inspected for acceptance /rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the bicycle specifications by the Authority or its authorized agency.

9.10 Liquidated Damages

In the event of delay in supply of the Bicycle Sharing System by the Service Provider beyond the Commencement Date (including the grace period) and up to the end of the additional period (90 days) provided by the Authority, Service Provider shall pay to the Authority liquidated damages at 1% of the performance guarantee per day of delay in making the service operational, for the first 90 days.

In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within these 90 days of Commencement Date, the Authority reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by the Authority on the Performance Guarantee.

9.11 Right to Inspect Cycles, Support Facilities and Documents

Service Provider shall make the Bicycle Sharing System and all support facilities along with all documents, certificates as required to the Bicycle Sharing System available for inspection by the Authority and its staff and authorized representatives from time to time.

The Authority reserves the right to inspect/arrange inspection of any bicycle, station, and/or any support facility used by Service Provider in relation to the implementation of the Bicycle Sharing System, through any authorized agent/representatives. The Authority shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall at all times assist the Authority in such inspections.

the Authority reserves the right to inspect/ arrange inspection of any all relevant document/records of business operations /records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Bicycle Sharing System, through any authorized agent or representatives. The Authority shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist the Authority in such inspections.

9.12 Ownership & Protection of Property/ Data

The Authority shall retain the title and owner ship of any site allotted by the Authority to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Bicycle Sharing System. Such title and ownership of the Authority in any such site shall not pass to Service Provider. However, the Authority may enter an agreement to lease the premises to the Service Provider at a nominal rate (e.g.Re1per year).

The Authority shall own any and all data created out of the Bicycle Sharing System at all times, during and after the expiry/termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason with hold such data from the Authority.

Service Provider shall exercise all due caution to protect and maintain the data created out of this Bicycle Sharing System, including identification and financial data collected from Members. Service Provider shall not share, sell, or in any manner use the data created by Service Provider out of this Bicycle Sharing System otherwise than in accordance with the terms of the Service Provider Agreement.

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including without limitation the designs, software, modifications or facilities developed by the Authority under the Bicycle Sharing System for any purpose whatsoever. The Service Provider shall handover all identification and financial data about Members to the Authority. The Service Provider's cop(ies) of Member data shall be destroyed.

9.13 Confidentiality Obligations of Service Provider

9.13.1 Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to the Authority (" Confidential Information"). Not with standing the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of the Authority relating to the Bicycle Sharing System or services provided under the Service Provider Agreement in relation thereto and information relating to the Authority's business or operations.

Service Provider shall not without the Authority's prior written consent use, copy or remove any Confidential Information from the Authority's premises, except to the extent necessary to carry out

Service Provider's obligations here under. Upon completion or termination of each assignment here under, Service Provider shall return to the Authority all documents or other materials containing the Authority's Confidential Information and shall destroy all copies thereof.

9.13.2 Confidential Exceptions

Confidential Information shall not include information which:

- Is or becomes generally available to the public without any act or omission of Service Provider
- Was in Provider's possession prior to the time it was received from the Authority or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than the Authority and not subject to any obligation of confidentiality or restriction on use;
- Is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify the Authority before such disclosure; or
- Is independently developed by or for Service Provider by persons not having exposure to the Authority's Confidential Information

9.13.3 Period of Confidentiality

Service Provider's obligations of confidentiality regarding the Authority's Confidential Information shall terminate 3(three) years after the expiry or earlier termination of the Provider Agreement.

9.14 Force Majeure

the Authority shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delaying performance or failure to perform Provider's obligations under the Provider Agreement is the result of an event of Force Majeure, provided the Service Provider has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, Provider shall continue to perform its obligations under the Provider Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Service Provider or the Authority. Such events shall include, but not be limited to, the following:

- Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- Acts of terrorism;
- Strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Breakdown of the Plant or any part thereof
- Action of a Government Agency having Material Adverse Effect including by not limited to
 - Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Bicycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - Any unlawful, unauthorized or without jurisdiction refusal to issue or to revoke or any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's

breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contract or as the case may be is bound

- Early termination of this Agreement by the Authority for reasons of national emergency or national security.
- War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion ,riots, weapon conflict or military actions, civil war, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions

9.15 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 6.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, been titled to terminate this Agreement

Up on Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall been titled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

9.16 Events of Default and Termination

Events of Default shall mean either Service Provider Event of Default or the Authority Event of Default or both as the context may admit or require.

9.16.1 Service Provider Event of Default

Any of the following events shall constitute an Event of Default by Service Provider (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- Are solution for voluntary winding up has been passed by the shareholders of Service Provider
- Any petition for winding up of Service Provider has been admitted and liquid at or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

9.16.2 Authority Event of Default

Any of the following events shall constitute an event of default by the Authority ("Authority Event of Default") when not caused by a Service Provider Event of Default or Force Majeure Event:

- The Authority is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
- The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

9.16.3 Termination due to Event of Default

In the event of the Service Provider Event of Default, the Authority shall have the right to

- Invoke the Performance Guarantee and / or bank deposit.

-
- take any other action including provisioning of the equipment of the Bicycle Sharing System through any replacement service provider selected by the Authority in its sole discretion at the risk and cost of the Service Provider, and /or
 - take over the entire infrastructure developed by the Service Provider for the Bicycle Sharing System or any part thereof and / or
 - Negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by the Authority, at the Authority's sole discretion. Up on Termination of this Agreement on account of Service provider Event of Default, the Authority shall not be liable to pay any termination payment to Service provider.

9.17 Termination for the Authority Event of Default

Up on Termination of this Agreement on account of the Authority Event of Default, the Service Provider shall be entitled to the following:

- Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
- Receive compensation equivalent to 50% of the depreciated value of the installed hardware, including Cycles and Stations.
- Discharge of the performance guarantee in full.

9.18 Termination for Insolvency, Dissolution, etc.

The Authority may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority. Notwithstanding the generality of the foregoing, the Authority reserves the right to invoke the Performance Guarantee and /or take any other action including

Appointment of any replacement Provider selected by the Authority in its sole discretion, take over the entire infrastructure developed by Provider for the Bicycle Sharing System or any part thereof, and /or negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by the Authority, in the Authority's sole discretion.

9.19 Suspension

On the occurrence of any of the following events, the Authority shall, by a written notice of suspension, suspend any agreements as set forth in the Service Provider Agreement which may have been granted to the Service Provider there under:

- In the event and to the extent the Authority is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- In the event Service Provider fails to perform many of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by the Authority to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by the Authority in its sole discretion, from the date of issue of such notice of suspension.

9.20 Arbitration

If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in

Jabalpur”, or the rights, duties or liabilities of any Party under the PBS Agreement, whether before or after the termination of the PBS Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. Only after exhausting all remedies with the Authority, if the service provider opts so, the matter can be referred to the Sole Arbitrator as appointed by the Authority, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Jabalpur.

In the event of Service provider committing any default in the terms and conditions of the License or backing out after becoming successful bidder, the Authority shall have the right to debar the bidder from participating in future tenders. The license shall be governed by provisions of the Public Premises Act and all Acts relevant to Metro Railways. The Authority shall be at liberty to proceed against the licensee who defaults in the payment of amount due to the Authority and recover the amount with interest @ 12% per annum from the due date. Any expense towards legal or any other charges that may be incurred by the Authority on this account shall be liable to be realized from the bidder.

On expiry of the contract period or on termination of the contract by the Authority on account of any breach on the part of the Bidder, the Bidder shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by the Authority.

Further, licensee shall remove his/ their goods and other materials from the premises immediately, except the electrical wires and fixtures, failing which the Authority reserve its right to remove such goods/materials at the cost & risk of the Service provider and demand payment for such removal. If such payment is not made within 10 days and goods and materials of the service provider are not removed from the premises, the Authority shall be at liberty to dispose of the goods/materials of the Service provider by public auction or other wise to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.

The contract herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/ land/ garden/tank/premises to or in favour of the Service provider but shall be construed to be only as a contract in terms & conditions herein contained.

The authority and its servants and agents shall at all times have the absolute right of entry into the said premises. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters relating to this license.

All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall in the first instances shall be referred to the sole arbitration of a person to be appointed by the MD/CEO of JSCL. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended from time to time shall be applicable.

During the arbitral and Dispute Resolution proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

9.21 Jurisdiction

In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the courts shall be within Jabalpur only after reference to arbitration.

9.22 No Waiver of Rights and Claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

Annexures

Annexure A. Format for Technical Bid

The Bidder will provide detailed explanation on all aspects on which Technical bid will be evaluated. The Bidder may use graphical representation /descriptive explanations /any other format to showcase their technical bid.

Annexure B. Format for Letter of Application

(On Letter Head)

Date: _____

To,
The MD / CEO,
Jabalpur Smart City Limited.
Jabalpur
(Madhya
Pradesh)

Sir,

Being duly authorized to represent and act on behalf of (here-in after “the Bidder”) and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. the undersigned hereby applies to be qualified by you as a Service Provider for the Jabalpur Bicycle Sharing System.

Attached to this letter are certified copies of the following original documents:

- The applicant’s legal status
- The applicant’s principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium /joint venture), indicating share of the consortium member inequity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective envelopes.
- Online Deposit slip of THE EMD/ Bid Security amount of Rs.2,00,000 (Rs Two lakhs)

The Authority and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and /or client(s) regarding any financial and technical aspects thereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by the Authority.
- The Authority has reserved the right to:
 - Amend the scope of work for the Bicycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
 - Reject or accept any application, cancel the Technical Bid, the qualification /Bid process, and reject all applications; and
- The Authority shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

We confirm that we agree with the terms and conditions provided in RFP/Technical Bid.

The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 1 80(One hundred and Eighty) days from the date of bid opening prescribed by the Authority.

The Bid Purchase amount of Rs.12, 500/- (Rupees Twelve Thousand and Five Hundred only) has been paid by us /is enclosed by us along with this letter in the form vide DD number dated----- of bank drawn in favour of and pay able at Jabalpur (in the event that the RFP has been downloaded in electronic form)

The undersigned declares that the statements made, and the information provided in the application is complete, true and correct in every detail.

Signed, [Name]

For and on behalf of [name of Bidder or Consortium /Joint venture]

Annexure C. Form for Performance Security

(On Appropriate Paper)

Bank Guarantee No. []

To the Jabalpur Smart City Ltd. (complete Address) WHEREAS (Contractor), a company incorporated under the Company Act, with its principal office at (Hereinafter called "the Contractor") has undertaken, in pursuance of contract no. dated for selection of Contractor for implementation of Public Bicycle Sharing System in the City of Jabalpur, which involves use of technology, information and data to improve the mobility and last mile connectivity within the city of Jabalpur (the Project). AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor Firm, up to a total of INR./- (INR only), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR./- (INR only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of

Our _____ branch _____ *(Name & Address of the _____ *branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ * branch a written claim or demand and received by us at our _____ * branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods/ s

Annexure D. Format for General Information

(To be submitted for each firm in case of consortium/ joint venture.)

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation / registration	
Year of incorporation/registration	
No. of employees	
Legal status of firm (company /partnership /proprietorship, etc.)	
Registration /incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
Ownership Structure, business growth revenue details, staff details and /or capability statement.	
Management team	
Products / services offered	
Annual sales volume (in rupees)	
Major clients	
Business partners (and the services/products they offer	
History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time	
History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time	

Annexe E. Format for Undertaking

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document (s) submitted here with is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and agree to be liable to any punitive action for furnishing false information / documents.

Dated this day of 2020

[Signature]

[Company stamp]

[Name] in the capacity of, duly authorized to sign bids for and on behalf of.

Annexe F. Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Date

Know all persons by these present that We, and (hereinafter collectively referred to “the consortium /joint venture”) hereby appoint and authorize as our attorney.

Whereas the Authority have invited applications from interested parties for the Jabalpur Bicycle

Sharing System (hereinafter referred to as “the Project”),

Whereas the members of the consortium / joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium / joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to door execute all or any of the acts or things in connection with making an application to the Authority, to follow-up with the Authority and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the Service Provider.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness here of we have signed this deed on this day of 2015. [Signature]

For and on behalf of

[Company] [Signature]

For and on behalf of

[Company]

Annexe G: Memorandum of Understanding

Know all men by these present that we, and (hereinafter collectively referred to “the consortium /joint venture”) for execution of tender.

Whereas the Authority has invited tenders from the interested parties for the Jabalpur Bicycle Sharing System.

Whereas the members of the consortium / joint venture are interested in bidding for the work of in accordance with the terms and conditions of the RFP/tender.

This Consortium /Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as.

And where as it is necessary under the conditions of the RFP/ tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender is the Lead Member of the Consortium.

We hereby nominate and authorize a source on stituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall door cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this day of. [Signature]

By the with named through its duly constituted attorneys in the presence of.

[Signature]

By the with named through its duly constituted attorneys in the presence of .

Notes

For the purposes of Memorandum of Understanding and Power of Attorney:

- The agreements are to be executed by the all members in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as are solution /power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.
- Incase the Application is signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may been closed in lieu of the Power of Attorney. **Annexure H: Format for power of attorney for Signing of application**

Know all men by these presents, I/ we..... (Name and address of them Bidder/ registered office in case of company) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address) who is -----/ presently employed with us and holding the position of, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to biding/submitting proposal for “Installation and Operation of Public Bicycle Sharing System in Jabalpur”, including signing and submission of all documents and providing information / responses to JSCL, representing us in all matters before JSCL, and generally dealing with JSCL in all matters in connection with our Bid for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid 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.

-: End of Document: -