

Bhopal Municipal Corporation

Request for Proposal

“Engagement of Agency for Installation and Operation of Public Bicycle Sharing System In Bhopal”



July - 2015

Bhopal Municipal Corporation, Bhopal

(Engineering Project Cell)

IInd Floor, B Wing, ISBT Campus, Dr. Ambedkar Marg, Bhopal (MP) 462043

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NOTICE INVITING TENDER

The **Bhopal Municipal Corporation (BMC)** invites Three Stage General Bid, Technical and Financial Bids from the prospective bidders for “Engagement of Agency for **Installation and Operation of Public Bicycle Sharing System in Bhopal**”. The term of the services will be 5 years. BMC is looking for the Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal. Brief Schedule of bidding activities is as below:

Description	“Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal”
Earnest Money (E.M.D.)	Rs. 2,00,000.00 (Rs. Two Lacks only)
Cost of Bid Document (Non Refundable)	Rs.12,500.00 (Rs. Twelve Thousand Five Hundred only)
Announcement Date	24-07-2015
Pre Bid Meeting Date	15:00 Hrs on 04-08-2015
Purchase of Tender End Date	15:00 Hrs on 17-08-2015
Bid Submission End Date	15:00 Hrs on 18-08-2015
Opening of ‘Mandatory Submission (Envelop A)	17:00 Hrs on 18-08-2015
Opening of Technical Proposal (Envelop B)	17:01 Hrs on 18-08-2015
Opening of ‘Financial Bid’	15:00 Hrs on 24-08-2015

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. Interested eligible applicants may obtain further information from BMC office. 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. BMC has right to accept/reject any tender without assigning any reason. BMC reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

City Engineer (P)

Bhopal Municipal Corporation

Disclaimer

The **Bhopal Municipal Corporation** has prepared this Request for Proposals (RFP) to install and operate the Bhopal Cycle 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 Cycle Sharing System. BMC has taken due care in preparation of information contained herein and believes it to be accurate. However, neither BMC or any of its authorities or 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 BMC 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 BMC any kind of error, misprint, inaccuracy, or omission.

BMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or 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 herein below:

“Arbitration tribunal” means an 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

“Authorised Fleet” is the number of Cycles in operation as defined by BMC.

“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 within the stipulated time for submission of Bids.

“BMC Representative” means any person duly authorized by BMC 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 Cycle Sharing System.

“Commencement Date” means the date stipulated by BMC for commencement of the Cycle 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 Cycle 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 Centre” means the central facility of the Cycle 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 Cycle Sharing System as well as from users, agents, employees, and service providers.

“Cycle 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 cycle at any station using an RFID-based smart card or key (no cash/ debit card/ credit card payments at the station) and return the cycle 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

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with this RFP for Bhopal that is being implemented by BMC in various phases, unless otherwise specified.

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

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

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

“Fleet” means the number of cycles that are available for use in the Cycle 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.

“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 Cycle 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 Centre, and other facilities created as part of the Cycle Sharing System.

“Redistribution” is the activity of a cycle being moved by the Service Provider (normally from station to station or station to depot) using a redistribution 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 Cycle Sharing System in which a cycle is checked out from one Station and returned to another Station.

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

“Service Charge” means an amount BMC will compensate the Service Provider for operation of the Cycle Sharing System, subject to conditions.

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

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“Service Provider Agreement” or simply “Provider Agreement” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between BMC and the Service Provider through which BMC will grant the rights to the Service Provider to install and operate the Bhopal Cycle 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 centre, stations and depots.

“Standby Cycles” 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 Authorised 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 Cycle 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) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1. Introduction

BMC plans to introduce a Cycle Sharing System to provide a low-cost, environmentally friendly mobility option to city residents. Cycle sharing is a flexible system of personalised public transport. Cycles are available in a closely spaced network of semi-automated stations. Users can check out cycles at one station and return them to any other station in the network.

Cycle sharing is a key element in a city's strategy to expand the use of sustainable transport modes. Cycle sharing is expected to boost the use of public transport by providing crucial last-mile connectivity to the BRT system, thereby expanding the catchment areas for the region's transit systems. The system will be integrated with the BRT system through the location of its stations and the ITS system. By encouraging a shift to sustainable modes, the Cycle Sharing System will reduce dependency on automobiles, reduce traffic congestion, vehicle emissions, and demand for motor vehicle parking. In addition, the system will expand the health and wellness benefits of bicycle transport to new users. Finally, the system will support the transformation of streets to become environments where pedestrians and bicyclists feel safe and comfortable.

The stations would cover the “**catchment area**” of the BRT. This will ensure that the first and last mile connectivity to people living in the catchment area is provided for. Importance will be given to place stations near important commercial, cultural, educational, administrative, and residential and tourist attraction points in the catchment area.

A Hybrid System is proposed for Public Bike Sharing. The stations will be manned by station attendants; however the operations of each station are communicated to the Central control system by the station attendants using card verification devices. The central control system collects data from each station for efficient planning and operation of the system. This data is used to make decisions on redistribution of cycles around stations during the hours of operations. **The Cycle sharing system will also be integrated with the fare collection system of the BRT system through the ITS system to aid the multimodal integration.**

The Cycle Sharing System proposed will have **500 cycles** spread over **minimum 50 stations** across the city. The project will be implemented by the service provider within a time period of 12 months of signing the bid. However, number of cycles or/and stations can be increased with mutual consent of BMC and service provider but the cost of the same shall be borne by the service provider.

BMC hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the Cycle Sharing System in the city of Bhopal, Madhya Pradesh. The terms of payments and revenue would be as detailed below

- a. **The Capital Cost of the project, which is determined by the service provider's offer in the capital bid component of the competitive bidding process, will be paid to the service provider in instalments** and will be based on timelines that is agreed upon by the operator and BMC. The Capital bid should be capped at **Rs. 3 Crores**. That is the capital bid amount should be less than or equal to Rs. 3 Crores.
- b. The **operations contract** will be issued to the service provider for a period of 5 years (with a potential for additional 2 years). During this period, the service provider is entitled to:
 - **Fare box revenue:** Revenue earned from sale of memberships and rental income earned from renting of cycles to the users.

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- **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.
- **Parking Revenue:** At all the stations of the system, the excess space available after providing the requisite space for the cycle, docks and other station infrastructure can be used to provide parking facility for 2 wheelers (motorised and non- motorised). The service provider is entitled to the parking revenue made from this Park and Ride facility. Along the BRT stations, the system stations will be of the size 30ft*10ft.
- **Annual Cycling Event:** The Service provider will be given the rights to conduct an annual cycling event in the city along with BMC and BMC. The profits made from this event will also be used to run the PBS system
- **CSR Funding:** The Service provider is also given the rights to tap into CSR funding of private organisations to fund the operations of the system.
- **Support from BMC:** 30 to 40% of the operating cost incurred by the service provider will be reimbursed by BMC, every three months, given that the service level benchmarks that are defined by BMC are met. The Service level benchmark is mentioned in **Section 6.2**. The Operating cost is a predetermined fixed amount of money which is the service provider's offer during the competitive bidding process. The amount bid by the service operator should be inclusive of service charges and taxes.
- The location for the cycle stations will be determined by BMC in consultation with the selected service provider. Importance will be given to providing stations along the BRT corridor from RRL to Misrod and its catchment area.
- **Utility Shifting:** If any Utility Shifting is required for stations, then cost of same shall be borne by the service provider.
- **Right of First Refusal:** After completion of Term of Agreement when new PBS Tender is floated, the existing Servicer provider would be given the **Right of First Refusal** upon matching the highest bid received by BMC.

2. RFP Data Sheet & Timelines

Description	“Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal”
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The above time frame is indicative and would be subject to change as may be notified by BMC 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 Cycle Sharing System in the city of Bhopal, Madhya Pradesh. Service provider need to provide integrated and innovative solutions for the Bhopal Cycle Sharing System, including all the hardware, software and system solutions along with operation of the system. The ITS system of the system is also required to be tied in / synced with the ITS system of the BRT system.

The Service contract will be granted for a period of 5 years with a possibility of a further 2 year extension at the end of the 5 year period, if BMC is satisfied with the service provided by the service provider.

The Service Provider's Scope of work includes:

3.1. Planning and installation

3.1.1. System Planning

A list of station location and size of each station will be proposed by BMC. The service provider is required to review these stations and give their recommendations on the same which will be duly considered by BMC.

The service provider shall conduct activities not limited to:

- Evaluating the Station locations and sizes as proposed by BMC
- Conduct public outreach and location surveys to evaluate demand across the city
- Make recommendations on location and size of each station on the system.

The final decision on the station location and size rests with BMC.

3.1.2. Station Installation Plans

The Service Provider will also conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Service Provider will submit the proposed station positions and layouts to BMC for approval. The BMC will clear the approved site and create a paved, level surface on which the Service Provider may install the Station. The system installation will be divided into 3 phases:

Phase 1: 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 general public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase 2: 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 Bhopal in understanding the operations of a PBS and also generate memberships to the system.

Phase 3: Formal Launch of the system

Within 12 months of the date of signing the service contract with BMC, 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	Total Stations
Phase 1: On ground testing	One week before Phase 3	~500	~50 (pre-determined number of total stations)
Phase 2: User Generation Campaign	Atleast 2 weeks before Phase 2	~500	~50 (pre-determined number of total stations)
Phase 3: Formal Launch	12 months after signing of Service Provider Contract/ 1 month after launch of on ground testing (whichever is earliest)	~500	~50 (pre-determined number of total stations)

3.2. Cycles**3.2.1. Technical standards**

- Technical specifications for the cycles should at least meet the “Minimum Technical Standards” as given in Section 7.
- Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between BMC 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 Cycle Sharing System to BMC for inspection. BMC 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 BMC.

Should BMC 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 BMC. 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 colours and branding of the cycles and stations. These recommendations will be duly considered by BMC. The final decision rests on BMC and no additional branding components of any kind may be added to this design by the service provider.

3.2.2. Number of Cycles- Fleet Size

- Procure Cycles as per the Authorised Fleet size set by BMC- 500 cycles. Each of which shall comply with the technical standards as specified in Annex A.
- Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- The authorised fleet will be provided and maintained by the service provider as per the timelines agreed.

A review of the Authorised 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 Authorised Fleet size can be increased by an increment specified by BMC within 60 days of the end of the previous payment period.
- If $r / f \leq 6$, the Authorised Fleet will remain the same.

Where,

r is the average number of Rides during the previous 30 days and
 f is the Authorised 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 Authorised Fleet but the decision can be made by BMC on an ad hoc basis depending on the need/ demand.

3.3. Stations

3.3.1. Technical Specifications

Technical specifications for the station specific hardware and software components of the Cycle Sharing system should at least meet the “Minimum Technical Standards” as given in Section 7.

Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between BMC 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 Cycle Sharing System to BMC for inspection. BMC 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 BMC.

Should BMC 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 BMC. 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 colours and branding of the cycles and stations. These recommendations will be duly considered by BMC. The final decision rests on BMC and no additional branding components of any kind may be added to this design by the service provider.

3.3.2. **Minimum Hours of Operation**

- The system will run for a period of at least 14 hours every day.
- If the operator decides to operate for 14 hours, the hours of operations should be 6am to 8:00 pm.
- 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 BMC, who will have the final authority to decide.

3.3.3. **Number of Stations**

Minimum 50 numbers of Stations is to be installed by the service provider. Each station should comply with the technical standards as specified in Annex A. However if Service Provider wants to increase the number of Station, same can be done at the cost of service provider and a written approval from BMC

- The system proposed by The Service Provider will install Stations as per the time lines.
- The number of units required for some of the essential station components/ infrastructure are detailed below in sections 3.3.4 to 3.3.5.

3.3.4. **Number of Docks/ Locking posts**

The number of docks at each station should be more than the number of authorised bikes at each station, to ensure availability of excess docking space, to accommodate peak hour demand. The Service Provider will maintain a system docking capacity as follows:

$$D \geq 1.5 * f$$

Where,

- d is the number of docks at each station, designated for the cycles of the system and
- f is the Authorised Fleet at the station

The dock to cycle ratio should hold true even at the system level. That is, at the system level-

$$D \geq 1.5 * F$$

Where,

D is the Total number of docks in the system

F is the Total Authorised Fleet size for the system

3.3.5. **Number of Devices for Card verification**

This is the hardware required by the station attendants to validate the user into the system and out of the system. This system will be connected to the central control system. Functionalities of the equipment is listed in the Technical specifications given in Section 7. There will be at least **one device/ station** to be handled by station attendants. High priority stations where a higher demand is expected, the operator may decide to provide more attendants and devices. The operator may also decide to procure a few extra devices to act as back up.

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 back bone of the PBS system. The Control Centre will constitute BMC's single point of contact to enable BMC to coordinate with the Service Provider in the course of the day-to-day operation and management of the Cycle Sharing System by BMC. The Service Provider shall ensure that the Control Centre 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 centre and BMC.

The space required for the Control Centre will be made available by BMC

The service provider should:

- Should provide for software to aid in monitoring of the system including details like cycle and dock availability at each station.
- Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
- Software which will be able to help in system planning and expansion.
- Procure software and hardware for the processing of customer payments via different modes.
- The hardware and software should meet the "Minimum Technical Standards" as given in Section 7.12.1
- The Central Control system should be linked to the ITS system of the BRT system to ensure coordination between both modes.
- 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.
- Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by service provider.

3.5. Redistribution

The Service Provider shall ensure that the cycles are redistributed on a regular basis between stations to ensure that no station is either empty (without any cycles) or full (with no free dock available) for an extended period of time. The service provider should provide adequate number of vehicles which are used only for the purpose of redistribution of cycles across stations.

3.6. Depots/ Workshops

BMC shall provide the adequate Depot/Workshop space for spare Cycles, Stations, cycles repair, equipment and Parking space for redistribution vehicles.

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 Cycle Sharing System. 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. All users are required to register with the system using a valid ID proof. Each user then will be issued a personalised card which will have their name printed on it. Each card is linked to a person's id in the system making it easy for the operator to track the system usage of each user. Linking of individuals to smart cards 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.

A few centres around the city will be identified by BMC along with the service provider, where registration will be undertaken. The users will have to go to these notified centres with valid id proof and the required security deposit (security deposit along with the fare structure is detailed out in *Annexure C*) to register with the system and be issued a smart card. Cards issued under the PBS system shall be valid on the BRT system as well.

3.8. Fare Collection System

The Fare collection system of the PBS should be integrated with the fare collection system of the BRT. A PBS card holder will be able to recharge the card at any points where BRT cards can be recharged. This would include making payments for memberships/ subscriptions and topping up smart cards. PBS registration centres will also be equipped to handle these transactions.

The Fare structure, Membership fees and usage fees have been determined by BMC and is detailed out in *Annexure C*. No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.

However if there are any changes suggested in Fee Structure by the Service Provider same can be revised with the written approval by BMC.

3.9. User Information System

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. Also, if such information is to be integrated with any other system of BMC Service Provider will provide support for same without any extra cost.

3.10. Advertisement Space

The Service Provider will make available designated branding/advertising spaces on the cycles and stations available to BMC as per the Technical Specifications.

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but BMC will have the final right of approval on the same.

The specifications of the advertisement panel are given in system specifications detailed in section 7.

3.11. Marketing and User Education

The Service Provider will be responsible for carrying out on-going marketing activities to promote use of the cycle 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

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

3.13. Data Reporting

During the Operation Period:

- The Concessionaire shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be access by the BMC or its representative. The real-time data shall be in such a format that the BMC shall be able to evaluate the performance of the Concessionaire against the Service Levels set forth in this Agreement.
- The Concessionaire shall no later than 7 (seven) days after the close of each month, furnish to the BMC 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. This report will help BMC to understand how much service charge accrues to the operator for that month's operation standards.
- The concessionaire shall no later than 14 (fourteen) days after the close of each quarter furnish to BMC 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 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 cycle share can be expanded to.
- BMC may request the Concessionaire for any additional information other than the real-time data if need be.
- BMC will have complete ownership on the data.

3.14. Maintenance

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.

Cycles which require more than on-station 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.

Information of the problems that were addressed at each station with regard to cycles and other infrastructure needs to be properly recorded and entered into the central data base.

The exact maintenance schedule will be finalized by BMC after consultation with the service provider.

3.15. Legal

- Bear all applicable National, State and local taxes on purchase of equipment.
- Bear all the risk incurred on vandalism of the system- cycles, docks, terminals and other components within the station premises & vandalism and loss of cycle which has been rented out.
- 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. Cycle

S. No.	Cycle- Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the cycle from regular cycles in the market through design
3	Seat Adjustable without any tools
4	Sturdy, light weight Frame
5	Integrated Lock + Kick Stand
6	Front mounted Basket with a capacity up to 10kg
7	Ad Space on basket and the sides of the bicycle
8	Simple reliable braking system
9	Simple gear system with a minimum of 3 speed gear
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. Station

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 cycle 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

S. No.	Docks- Minimum Specification
1	Separate docks for each cycle
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 cycle at the station and number of cycles available at any given point at the station.

4.5. Central Control System

S. No	Central Control System- Minimum Specifications
1	Connected to all the registration centres 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 cycle and dock availability information to make decision on redistribution of cycles
5	Able to provide real time information of the system to BMC
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 BMC
9	Central Computer System should be upgraded and maintained daily
10	System is integrated with the ITS system of the BRT

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11	The Contractor will provide reports to BMC 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 centre clause: The service provider shall provide a call centre 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/ back up cycles for the system
2	Space to store back up check in/ check out 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

S.No.	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 personalised 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	Smart Phone apps are provided for at least the Android and Apple operating system
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 enabled to integrate information of the BRT system on a later date, if required by BMC.

5. Implementation

5.1. Contract Period

This Contract is being granted for the installation and operation of the Bhopal Cycle Sharing System for a Contract Period of 5years (excluding the time required for system installation). The contract period can be extendable for further two more years. The decision for same will be taken by BMC by seeing the service level benchmarks achieved by the service provider in preceding years.

The Service Provider shall make available for Service the entire Cycle 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 a run an on ground test of the system components for atleast 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.
- At least 10 Stations (with at least 50 Cycles and 125 docks), the Control Centre, and a Depot for the purpose of training and testing of operations.

BMC and Service Provider shall use this period to understand the intricacies of operations and fine-tune the Cycle Sharing System. No fines shall be applicable during this period. The Authorised Fleet requirement is not applicable in this period. Cycles put into service on request by BMC and authorized by BMC for the purpose of training and testing shall be paid on actual basis at the Applicable Service Charge for the Period.

5.3. List of Indicative Deliverables

The selected Service Provider should submit an indicative timeline to BMC on the deliverables of the system. The timelines should be such that the Service provider is able to start the operations of the system within 12 months of signing the contract.

Payment to the service provider on the capital cost incurred will be based on the timelines that is agreed upon by the operator and BMC.

6. Payment to the Service Provider by BMC

6.1. Capital Cost Payment

The capital cost of the system that is borne by the Service provider will be reimbursed by BMC. The ownership of the system hence lies with BMC. The capital cost of the system is determined as the amount that the service provider bids in the bidding process as his capital cost. The capital cost incurred by the Service provider is repaid in three installments by BMC. This is based on the timelines as mentioned in section 5.3.

6.2. Operating cost Payment

The Operating Cost of the system is to be borne by the Service Provider. However a part of the operating cost will be reimbursed by BMC to the service provider if certain service level benchmarks are met. The operating cost is pre- determined based on the operating cost bid of the service provider in the competitive bidding process.

The service provider may claim service charge against the parameter on Awareness (Trial Users) only for the first 12 months of operations or until the operator has claimed the service charge against the parameters on Usage (Ridership Levels& Memberships), whichever is earlier. The service provider may each month either claim service charge on meeting parameters on Usage or parameters on Campaign but can't charge both together.

The payment due to the service provider from BMC will be paid out on a quarterly basis. The payment will be made by BMC within 7 working days of receipt of the quarterly performance report from the Service provider. All payments shall be made through electronic transfer by BMC to the designated account of the Service Provider after deducting any tax deductions at source that BMC may be obliged to deduct under Indian law.

The Service level benchmarks and the corresponding Payment from BMC to service provider is given below:

	S. No:	Performance Indicator	Explanation	Time	Acceptable Service Level	Compensation-Meeting the standard
Bicycle Distribution	1	High priority stations*- empty, peak hours	Percent of the time that high-priority stations are empty during peak hours	7am - 10 am & 4pm-7pm everyday	Should be less than 5% of the total time of operation	5% of the Operating Cost/month
	2	High priority stations- 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 than 10% of the total time of operation	2.5% of the Operating Cost/month
	3	Low priority stations- empty, peak hours	Percent of the time that high-priority stations are empty during peak hours	7am - 10 am & 4pm-7pm everyday	Should be less than 15% of the total time of operation	2.5% of the Operating Cost/month
	4	Low priority stations- 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 than 20% of the total time of operation	2.5% of the Operating Cost/month
Availability	5	Bicycle Availability	Average cycle fleet available per day	At 6 am or when the operations start in the day whichever is later	Should always be 95% or more of the total authorised fleet size	2.5% of the Operating Cost/month
	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 BMC for otherwise)	2.5% of the Operating Cost/month

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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	5% of the Operating Cost/ month
	8	Registration of Non Members or Renewal of Membership or Top up of smart cards	% 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	5% of the Operating Cost/ month
Maintenance	9	Availability of the Website and smart phone app	% of total time in a month when website and smart phone app is not available	All through the month	The website and smart phone app are available for at least 90% of the time during the entire month	2.5% of the Operating Cost/ month
	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	5% of the Operating Cost/ month
Usage	11	Ridership Level	Average ridership of the system per cycle/ day	All through the month	If the average ridership in the system is more than 4/ cycle/ day	5% of the Operating Cost/ month
	12	Memberships	Total Memberships/ month	All through the month	If the total no: of memberships for the system is 750 members or more	5% of the Operating Cost/ month
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	5 % of the Operating Cost/ month

6.3. Revision of Service Charge

The Service Charge shall be reviewed and (if applicable) revised every six months. The Service Charge for any given payment period shall be called the Applicable Service Charge and shall be revised as follows:

$$K_{\text{applicable}} = k_{\text{base}} * (W_{\text{present}} / W_{\text{base}})$$

Where

- k_a is the Applicable Service Charge for the current payment period,
- k_b is the Service Charge for the first payment period,
- w_p is the Present Year Wholesale Price Index, and
- w_b is Base Wholesale Price Index.

The Wholesale Price Index at the Commencement Date will be defined as the Base Wholesale Price Index. The base Operating Cost of the system on the basis on which the Service Charge is calculated will be reviewed every year. The Operating Cost amount shall be revised for any given period if there has been any change in the wholesale price index. The method of calculation is given below:

$$K_{\text{applicable}} = k_{\text{base}} * (W_{\text{present}} / W_{\text{base}})$$

Where

- k_a is the Applicable Operating Cost for the current payment period,
- k_b is the Operating Cost for the first payment period,
- w_p is the Present Year Wholesale Price Index, and
- w_b is Base Wholesale Price Index.

The Wholesale Price Index at the Commencement Date will be defined as the Base Wholesale Price Index.

6.4. Damages

The Service provider will be responsible for all damages to the Cycle Sharing System. Damage to Project Asset due to regular wear and tear under filed 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 BMC. 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 authorised 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. BMC has no liability for such infractions.

BMC shall not be liable to make any other payments such as those arising from maintenance or operations of the Cycle Sharing System other than the payments described in this section.

7. Summary of Responsibilities

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

7.1.1. BMC

- Finalisation of Station locations and sizes.
- Review of Service Provider plans for station siting.
- Provision of Land for Stations.
- Provision of space required for the Central Control system.
- 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.
- Compensation of Service Provider based on service level benchmarks and penalties.
- Provision of rights to the Service provider to conduct an annual cycling event in Bhopal along with BMC.

7.1.2. Service Provider

- **Procurement of Hardware:** Cycles + Stations (Terminals + Docks/ locking posts + Device for card verification)
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- **Planning of Stations:** Location of stations and Station siting Plans
- Installation of stations.
- Procurement of Dedicated Vehicles for redistribution and Daily 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 back up cycles.
- Registration of Users at notified registration centres.
- Collecting fare box revenue.
- Selling advertisement space on the system/ sponsorship rights to the system.
- Co organising an annual cycling event in Bhopal along with BMC to promote cycling.
- Provision of **Website and Smart Phone App** for the system
- An ITS system which will fully integrate with the existing ITS system of the BRT 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)

8. Bidding Process

8.1. Bid Process- Steps

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

8.1.1. Pre Bid Meeting

Pre-Bid Meeting will be held by BMC 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 BMC. If required, changes may be made to the tender document based on the queries of Bidders.

8.1.2. Opening of Technical Bid - The Technical Evaluation

Technical Bids of all bidders shall be opened by BMC 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 BMC, the Bids shall be opened at the appointed time and location on the next working day.

8.1.3. Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as BMC 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.

8.1.4. 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 BMC or its representatives have to be addressed by the bidder at the presentation.

8.1.5. Opening of Financial Bids

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

Financial Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders, whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

8.1.6. Completeness of Bids & Rectification of Errors

BMC 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.

8.1.7. Clarification of Bids

During evaluation of Bids, BMC 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 BMC before the expiration of the deadline prescribed in the written request for clarification, BMC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

8.1.8. Rejection of Bid

A Bid is likely to be rejected by BMC 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 telex, fax or email; or
- 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 herein above shall result in rejection of Bid.

In addition to the foregoing, in the event a Bidder makes an effort to influence BMC in its decisions on Bid evaluation, Bid comparison or selection of the Service Provider, it may result in rejection of such Bidder's Bid.

8.2. 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 on a combined score of technical and financial bid. The process is detailed out below.

8.2.1. Evaluation of Technical Bids

The methodology for evaluation of Technical bids is given below:

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S. No.	Parameter	Description	Score
1	Cycle	Aspects of the Cycle Design over and above the minimum specified requirements that result in improvements for the user, the operator or BMC. Examples of such aspects include, but are not limited to: Lightweight Cycles. Embedded GPS Devices.	15
2	Station	Aspects of the Station Design over and above the minimum specified requirements that result in improvements for the user, the operator or BMC Simple attractive design of the station.	15
3	User Interface 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. Info graphic representation of user information. Extra functionalities on the smart phone app	10
4	ITS Strategy	Aspects of the ITS system which is over and above the minimum specified qualification. Enabled to integrate with other new modes of transport. Reporting structure which aids in planning for expansion. Reporting structure which helps BMC to monitor service level benchmarks with no manual inspection.	20
5	Awareness and User Generation Campaign	The methodology for awareness and user generation including: Innovative methods used for generation of user interest and the target groups for each campaign The rationale for choosing the methods chosen The detailed plan along with time lines for the campaign	15
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 cycle distribution.	15
6	Prior Experience	If the Bidder or bidder consortium has had any experience in PBS planning and operation. Other Cycle related businesses. Planning and operation of any other public transport systems in India. Operating fare collection and ITS systems for mass transit in India	10

All bidders will be evaluated on the Technical bid and the presentation on the bid. 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 BRT.
- Approach and Methodology.
- Project plan.
- Technical solution proposed in the technical bid.
- Addressing all queries on the technical bid from BMC or its representatives.

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

- Bidders scoring less than 50 in the Technical Bid evaluation are immediately disqualified.
- Among Bidders who score higher than 50, only top three Bidders (highest scores) will be eligible and short-listed for the financial evaluation.

8.2.2. Evaluation of Financial Bids

- Commercial Bids of only top three bidders who have obtained 50 or above marks in the technical bid evaluation process will be opened.
- Financial score for both the capital cost bid and operating cost bid will be calculated separately.
- The maximum amount that can be bid on the capital cost is Rs. 3,00,00,000 (Rs. 3 Crores).
- Financial Score of both capital bid and operating cost will be computed separately by dividing the least of the Quotes received by the Bidder's own Quote.
- The lowest financial proposal should be given a financial score of 100 points. The financial scores of other proposals should be determined proportionately.
- Financial Score of Capital Bid is calculated on the basis of the formula given below:

$$\text{Financial Score of Capital Bid} = (\text{LP (CB)} / \text{OP (CB)}) \times 100$$

Where,

LP (CB) - Lowest Price offer on the Capital Bid of the Technically Qualified Bidders and

OP (CB) - Offer Price on the Capital Bid of the bidder being evaluated.

- Financial Score of Service Charge Bid is calculated on the basis of the formula given below:

$$\text{Financial Score of Operating Cost Bid} = (\text{LP (OB)} / \text{OP (OB)}) \times 100$$

Where,

LP (OB) - Lowest Price offer on the Operating Cost Bid of the Technically Qualified Bidders

OP (OB) - Offer Price on the Operating Cost Bid of the bidder being evaluated.

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

BMC Commissioner Reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of Commissioner in this regards shall be final and binding. Commissioner is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.

Commercial Bid Rejection Criteria:

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

8.2.3. Combined Score

The Bids received will be evaluated using **Quality cum Cost Based Solution (QCBS)**.

After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of 80:20 respectively.

For calculation of the combined Technical and Price Score of all bidders, following formula will be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.50) + (\text{Financial Score of Capital Cost Bid} \times 0.10) + (\text{Financial Score of Operating Cost Bid} \times 0.40)$$

The successful applicant shall be the applicant whose proposal secures the highest combined score. However, in the event the proposals of two or more applicants have the same scores in the final ranking, the proposal with the highest technical score will be ranked first.

9. General Instructions To Bidders

9.1. 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.

9.2. Cost of Bidding

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

9.3. 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 BMC in writing by post, email, courier, or by fax to the following addresses / fax number in order to enable BMC 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 :

Office of BHOPAL MUNICIPAL CORPORATION,

11nd Floor, B Wing, ISBT Campus, Dr. Ambedkar Marg, Bhopal (MP) 462043.

Ph: 0755-2980097, Fax: 0755- 2701223, email: bcll_bpl@rediffmail.com

Nothing in this section shall be taken to mean or read as compelling or requiring BMC to respond to any questions or to provide any clarification to a query. BMC reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if BMC 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 BMC has not responded to any question or provided any clarification to a query.

9.4. 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 thereto 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

BMC may, at its sole discretion, extend the Deadline for Submission of Bids.

9.5. Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, BMC 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 (hereinafter 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, BMC reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on BMC for the same.

9.6. Preparation of Bids

9.6.1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BMC shall be written in English language only. However, in case Bidder chooses 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 into English or will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

9.6.2. Bid Currency

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

9.6.3. 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) (hereinafter referred to as "Bid Security" or "EMD") shall be submitted online to BMC's bank account.

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

9.6.4. 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 format given in **Annexure M**.
- 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 BMC. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (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 BMC to reject the Bid in its sole discretion.
- BMC 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.

9.6.5. 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.

9.6.6. Validation of interlineations in Bid

Any interlineations, erasures or overwriting 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 overwriting.

9.6.7. 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".

9.6.8. Sealing and Marking of Bids

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

9.7. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

9.7.1. 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 E 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 BMC in its sole discretion.

9.7.2. Financial Bid

The Financial Bids should be in the form and manner set forth in Annex F to this RFP and should comprise of all such documents and details mentioned therein for both the capital costs and Operating Cost.

9.8. Period of Validity of Bids

9.8.1. Validity Period

Bids shall remain valid for a period of one hundred and eighty (180) after the date of technical bid opening prescribed by BMC .BMC reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and BMC shall not be liable to send an intimation of any such rejection to such Bidder.

9.8.2. Extension of Period of Validity

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

9.8.3. Mailing Address for Bids

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

Office Of BHOPAL MUNICIPAL CORPORATION,
11nd Floor, B Wing, ISBT Campus, Dr. Ambedkar Marg, Bhopal (MP) 462043.
Ph: 0755-2980097, Fax: 0755- 2701223, email: bcll_bpl@rediffmail.com

9.9. Deadline for Submission for Bids

9.9.1. Last Date and Time for Submission

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

9.9.2. Extension of Deadline for Submission of Bids

If the need so arises, BMC 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 BMC 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.

9.10. Modification and Withdrawal of Bids

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

9.11. Bid process – Discharge of Bid Security

9.11.1. 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.

9.11.2. 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.

9.11.3. 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.

9.12. 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 BMC 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 Cycle 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 BMC in its sole discretion.

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

9.13. 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

9.13.1. 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 BMC upon such termination as set forth in the Provider Agreement.

9.14. BMC's right to accept or reject any and/or all Bids

BMC 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 whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

10. General Conditions Of Contract

10.1. Application

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

10.2. 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 Cycle Sharing System. In the event that BMC requires any interaction and / or arrangement with a third party in relation to the Cycle Sharing System, Service Provider shall act as a faithful advisers to BMC in such process and shall, at all times, support and safeguard BMC's legitimate interests in this context.

10.3. Use of Provider Agreement & Information

Service Provider shall not, without BMC'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 BMC in connection therewith, to any person outside the scope of the Cycle Sharing System.

Service Provider shall not, without BMC'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 BMC and shall be retained (in all copies) by BMC.

10.4. 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 BMC 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 tort 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 act or omission of the Service Provider or his agents, employees or subcontractors.

10.5. Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance from the Authority, Service Provider shall furnish a performance guarantee to BMC, for an amount equal to Rs. 1,00,00,000/- (Rupees One Corers) or an amount equivalent to half of the Capital Bid amount, whichever is lower, for Public Cycle Sharing System with 500cycles and minimum 50 Stations. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque.

This performance guarantee is valid until the completion of the first year of operation. The Performance Guarantee required to be provided by the Service Provider for every year of operation starting year 2 of operation would be reduced annually by an amount equivalent to one fifth of the bank guarantee furnished in year 1. An example of the amount that needs to be provided as performance guarantee is provided in Annexure E.

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 Annex F of this RFP.

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.

10.6. Representations and Warranties

Service Provider hereby represents and warrants that the hardware, software, and the services implemented under the Cycle Sharing System shall be:

- In accordance with the standards laid out in the RFP by BMC for the Cycle 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 hereby represents and warrants that neither any component of the Cycle Sharing System nor any use thereof by BMC will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

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

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

10.7. 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 BMC's prior written consent.

10.8. Delay in providing the Cycle Sharing System

The Service Provider shall ensure that the Cycle Sharing System is provided to BMC as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. 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 BMC:

- 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 BMC 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, BMC 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.

10.9. Quality check & acceptance of equipment

Service Provider shall finalise a Quality Checks and Acceptance Test Plan of offered systems to BMC and after finalisation, the same shall form part of the Service Provider Agreement. The cycles offered by the Service Provider for the Bhopal Cycle Sharing System shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the cycle specifications by BMC or its authorized agency.

10.10. Liquidated Damages

In the event of delay in supply of the Cycle 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 BMC, Service Provider shall pay to BMC 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, BMC reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by BMC on the Performance Guarantee.

10.11. Right to Inspect Cycles, Support Facilities and Documents

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

BMC reserves the right to inspect/arrange inspection of any cycle, station, and/or any support facility used by Service Provider in relation to the implementation of the Cycle Sharing System, through an authorized agent / representatives. BMC 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 BMC in such inspections.

BMC reserves the right to inspect/ arrange inspection of any all relevant documents/ 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 Cycle Sharing System, through an authorized agent or representatives. BMC 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 BMC in such inspections.

10.12. Ownership & Protection of Property/Data

BMC shall retain the title and ownership of any site allotted by BMC to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Cycle Sharing System. Such title and ownership of BMC in any such site shall not pass to Service Provider. However, BMC may enter an agreement to lease the premises to the Service Provider at a nominal rate (e.g. Re 1 per year).

BMC shall own any and all data created out of the Cycle 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 withhold such data from BMC.

Service Provider shall exercise all due caution to protect and maintain the data created out of this Cycle 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 Cycle 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 BMC under the Cycle Sharing System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to BMC. The Service Provider's copy(ies) of Member data shall be destroyed.

10.13. Confidentiality Obligations of Service Provider

10.13.1. Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to BMC ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of BMC relating to the Cycle Sharing System

or services provided under the Service Provider Agreement in relation thereto and information relating to BMC's business or operations.

Service Provider shall not without BMC's prior written consent use, copy or remove any Confidential Information from BMC's premises, except to the extent necessary to carry out Service Provider's obligations hereunder. Upon completion or termination of each assignment hereunder, Service Provider shall return to BMC all documents or other materials containing BMC's Confidential Information and shall destroy all copies thereof.

10.13.2. 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 BMC or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than BMC 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 BMC before such disclosure; or
- is independently developed by or for Service Provider by persons not having exposure to BMC's Confidential Information

10.13.3. Period of Confidentiality

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

10.14. Force Majeure

BMC shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delay in 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 BMC in writing of such conditions and the cause thereof. Unless otherwise directed by BMC 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 BMC. Such events, shall include, but not be limited to, the following:

- Earthquake, flood, inundation and landslide
- 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, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Break down 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 Cycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of 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 contractor as the case may be is bound
- Early termination of this Agreement by BMC 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, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

10.15. 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, be entitled to terminate this Agreement

Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled 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.

10.16. Events of Default and Termination

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

10.16.1. 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:

- A resolution 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 liquidator 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.

10.16.2. BMC Event of Default

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

- BMC 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
- BMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

10.16.3. Termination due to Event of Default

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

- invoke the Performance Guarantee and/or
- take any other action including provisioning of the equipment of the Cycle Sharing System through any replacement service provider selected by BMC 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 Cycle 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 BMC, at BMC's sole discretion.

Upon Termination of this Agreement on account of Service provider Event of Default, BMC shall not be liable to pay any termination payment to Service provider.

10.17. Termination for BMC Event of Default

Upon Termination of this Agreement on account of BMC 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.

10.18. Termination for Insolvency, Dissolution, etc.

BMC 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 BMC. Notwithstanding the generality of the foregoing, BMC reserves the right to invoke the Performance Guarantee and/or take any other action including

appointment of any replacement Provider selected by BMC in its sole discretion, take over the entire infrastructure developed by Provider for the Cycle 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 BMC, in BMC's sole discretion.

10.19. Suspension

On the occurrence of any of the following events, BMC 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 BMC 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 any 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 BMC 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 BMC in its sole discretion, from the date of issue of such notice of suspension.

10.20. 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 Bhopal", 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.

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by Commissioner, Bhopal Municipal Corporation and two other authorised members of the organisation. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Commissioner, Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties.

10.21. Jurisdiction

Only the courts in Bhopal shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

10.22. 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.

Annexe A. Format For Technical Bid

The Bidder will provide detailed explanation on all 10 aspects on which Technical bid will be evaluated. The Bidder may use graphical representation/ descriptive explanations/ any other format to showcase their technical bid.

Annex B. Format For Financial Bid

The Bidder will have to submit the financial bid in the letter head of their company. In case of Consortiums, in the letter head of the lead consortium member. The format will be the same as the one mentioned below.

Bhopal Municipal Corporation		
Firm's Name:		
Tender Description: "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal"		
Description	Cost Excluding Service Tax (Amount Should Be In Figure as Well as in Words)	Presently Applicable Service Tax
(A)	(B)	(C)
Capital Cost for procurement and installation of the Public Cycle Sharing System		
Operating Cost per month for operating the Public Cycle Sharing System (in Rs.)		

- Service Taxes to be paid in addition as per actual applicable from time to time.

SIGNATURE OF THE TENDERER(S)

With Seal

Name: _____

Full Address: _____

Annexure C.: Fare Structure

The proposed fare structure for the system as determined by the BMC 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

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. Ideally the security deposit charged from each user should be the insurance amount/cycle. 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.

Subscription Fees- Users may if they prefer 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

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	Non Member- User Fees (Rs.)	Member- User Fees (Rs.)
0- 30 mins	5	0
30 mins- 1 hours	10	
1 hour- 2 hours	25	
2 hours- 3 hours	50	
3 hours- 4 hours	100	
4 hours- 6 hours	175	
6 hours- 8 hours	250	
> 8 hours	350	

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.

**Annexe D. Format For Letter Of Application
(On Letter Head)**

Date: _____

To,
The Commissioner,
Bhopal Municipal Corporation,
ISBT Campus, Dr. Ambedkar Marg
Bhopal (MP)

Sir,

Being duly authorized to represent and act on behalf of _____ (here-inafter "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 Bhopal Cycle 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 in equity 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 lacks)

The BMC 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 BMC.
- BMC has reserved the right to:
 - Amend the scope of work for the Cycle 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
- BMC 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 180 (One hundred and Eighty) days from the date of bid opening prescribed by BMC.

The Bid Purchase amount of Rs. 12,000/- (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 payable at Bhopal (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]

Annexe E. Example of Bank Guarantee

If the capital bid amount of the service provider/ concessioner is Rs. 1,00,00,000 (Rs. One Crore), the performance guarantee required by BMC is as follows:

S.No.	Performance Guarantee Validity	Performance Guarantee Amount (Rs.)	Calculation
1	From the point of signing the contract to end of year 1 of operations	1,00,00,000	Whichever is lower.50% of Capital Bid amount or Rs. 1 Crores
2	Year 2 of operations	80,00,000	Reduction in performance guarantee by 1/5 th of the original amount
3	Year 3 of operations	60,00,000	Reduction in performance guarantee by 2/5 th of the original amount
4	Year 4 of operations	40,00,000	Reduction in performance guarantee by 3/5 th of the original amount
5	Year 5 of operations		Reduction in performance guarantee by 4/5 th of the original amount

Annexe F. Format for Performance Guarantee

**(For “Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal”)
(To be issued by a Scheduled Commercial Bank (Licensed by RBI) in India)**

THIS DEED OF GUARANTEE executed on this the day of 2015 atby -----(Name of the Bank) having its Head/Registered office at -----and a Branch Office athereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favor of Commissioner, Bhopal Municipal Corporation in his executive capacity for BMC, represented by the Bhopal Municipal Corporation, having its Head Office at IInd Floor, Harshwardhan Complex, Mata Mandir Square Bhopal (MP), hereinafter called “BMC” (which expression shall include its successors and assigns);

WHEREAS

- A. By the Concession Agreement dated entered into between BMC and M/s. ----- Limited, a company incorporated under the Companies Act, 1956 having its registered office at hereinafter called “the Company”, (“the Concession Agreement ”) the Company has been granted the Concession to implement the project for the work of **“Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal as given in the RFP document of Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Bhopal**
- B. The Company is required to furnish to BMC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees _____ only) as security for due and punctual performance/discharge of its obligation under the Contract Agreement during the contract Period. ‘Contract Period’ for the purpose of this Guarantee shall mean the period fromto
- C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the ‘Contract Period’.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Contract Agreement during the ‘Contract Period’.
3. The Guarantor shall, without demur, pay to BMC sums not exceeding in aggregate Rs. _____ (Rupees _____ only) within five (5) days of receipt of a written demand thereof from BMC stating that the Company has failed to meet its performance obligations under the Concession Agreement during the ‘Contract Period’*. The Guarantor shall not go into the veracity of any demand made by BMC and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.
4. In order to give effect to this Guarantee BMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by BMC or any indulgence shown by BMC to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BMC or any indulgence shown by BMC, provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.
7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED by -----Bank by the hand of Shri ----- its
.....at its Head Office / Branch Office and authorised official

* Banks are unlikely to issue guarantee for the entire Operations Period in one stretch. Initially the guarantee may be issued for a period of 3 years. The Company shall have to keep the guarantee valid throughout the Operations Period by seeking extension from time to time.

Annexe G. 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 H. Format for Undertaking

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document(s) submitted therewith 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 _____ 2015

[Signature]

[Company stamp]

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

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

Power of Attorney

Dated this _____ day of _____ 2015

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 BMC ("BMC") has invited applications from interested parties for the Bhopal Cycle 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 do or execute all or any of the acts or things in connection with making an application to BMC, to follow up with BMC 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 hereof we have signed this deed on this _____ day of _____ 2015.

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

Memorandum of Understanding

Know all men by these present that we, _____ and _____ (herein after collectively referred to "the consortium / joint venture") for execution of tender.

Whereas the BMC has invited tenders from the interested parties for the Bhopal Cycle 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 whereas 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 _____ as our constituted 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 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 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 a resolution/power of attorney in favour of

the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- In case 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 be enclosed in lieu of the Power of Attorney.