

Request for proposals to install and operate the [CITY] Cycle Sharing System

[IMPLEMENTING AGENCY]

1.	Disclaimer.....	3
2.	Introduction	4
3.	Notice of tender invitation	5
4.	Definitions	6
5.	Instructions to bidders	9
5.1.	Due Diligence.....	9
5.2.	Cost of Bidding	9
5.3.	Clarification to RFP Documents	9
5.4.	Amendment of Bidding Documents.....	9
5.5.	Pre-Bid Meeting	10
5.6.	Documents Constituting Bid	10
5.7.	Preparation of Bids.....	10
5.8.	Period of Validity of Bids	12
5.9.	Deadline for Submission for Bids	13
5.10.	Modification and Withdrawal of Bids.....	14
5.11.	Bid Process – Steps & Evaluation.....	14
5.12.	Discharge of Bid Security of unsuccessful Bidder(s).....	17
5.13.	Discharge of Bid Security of successful Bidder.....	17
5.14.	Forfeiture of Bid Security	17
5.15.	[IMPLEMENTING AGENCY]’s right to accept or reject any and/or all Bids	17
5.16.	Signing of Provider Agreement.....	17
5.17.	Expenses for the Provider Agreement.....	17
5.18.	Annulment of Award.....	17
5.19.	Failure to abide by the Provider Agreement	17
6.	General conditions of contract.....	19
6.1.	Application.....	19
6.2.	Standard of Performance.....	19
6.3.	Use of Provider Agreement & Information.....	19
6.4.	Indemnity	19
6.5.	Performance Guarantee	19
6.6.	Representations and Warranties	20
6.7.	Assignment.....	20
6.8.	Delay in providing the Cycle Sharing System	20
6.9.	Quality check & acceptance of equipment.....	21
6.10.	Liquidated Damages.....	21
6.11.	Right to Inspect Cycles, Support Facilities and Documents	21
6.12.	Ownership & Protection of Property/Data	22
6.13.	Confidentiality Obligations of Service Provider	22
6.14.	Force Majeure	23
6.15.	Termination due to Force Majeure Event.....	24
6.16.	Events of Default and Termination	24
6.17.	Termination for [IMPLEMENTING AGENCY] Event of Default	25
6.18.	Termination for Insolvency, Dissolution, etc.....	26
6.19.	Suspension.....	26
6.20.	Arbitration	26
6.21.	Jurisdiction	26
6.22.	No Waiver of Rights and Claims	26
7.	Scope of work.....	27

7.1. Terms of contract	27
7.2. Contract Period.....	29
7.3. Timeline	29
7.4. Training and Testing Period.....	30
7.5. Passenger Fare Determination and Collection	30
7.6. Cycles Docks & Stations.....	30
7.7. Fleet size.....	31
7.8. Excess Docking Capacity.....	32
7.9. Advertising.....	32
7.10. Marketing	32
7.11. Payment to the Service Provider	33
7.12. Incentives	34
7.13. Revision of Service Charge.....	36
7.14. Summary of responsibilities.....	36
Annex A. System Specifications.....	38
Annex B. Format for letter of application.....	42
Annex C. Format for general information	44
Annex D. Format for eligibility	46
Annex E. Format for financial bid	52
Annex F. Formats for Power of Attorney and Memorandum of Understanding for consortium.....	53
Annex G. Format for undertaking.....	55
Annex H. Format for Performance Guarantee	56

1. Disclaimer

The [IMPLEMENTING AGENCY] has prepared this Request for Proposals (RFP) to install and operate the [CITY] Cycle Sharing System. The RFP has been prepared with an intention to invite prospective bidders and to assist them in making their decision of whether or not to submit a proposal. 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 [CITY] Cycle Sharing System. [IMPLEMENTING AGENCY] has taken due care in preparation of information contained herein and believes it to be accurate. However, neither [IMPLEMENTING AGENCY] 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. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so. The information is provided on the basis that it is non-binding on [IMPLEMENTING AGENCY], 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 his 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. We would also request the bidders to go through the RFP in detail and bring to notice (of [IMPLEMENTING AGENCY]) any kind of error, misprint, inaccuracies, or omission in the document.

[IMPLEMENTING AGENCY] 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.

Interested parties, after careful review of all the clauses of this RFP, are encouraged to send their suggestions in writing to [IMPLEMENTING AGENCY]. Such suggestions, after review by [IMPLEMENTING AGENCY], may be incorporated into this RFP as an addendum which shall be uploaded onto the Government of Tamil Nadu tender website. Interested parties should check the website to download the final terms and conditions before submitting Proposals.

2. Introduction

The [IMPLEMENTING AGENCY] 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 fully 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. Public transport is currently responsible for **X per cent** of all motorised trips, and [CITY] has a goal of increasing this mode share to **X per cent** of all trips by **YYYY**. Cycle sharing is expected to boost the use of public transport by providing crucial last-mile connectivity, thereby expanding the catchment areas for the region's rapid transit systems. 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 rollout of the Cycle Sharing System will be paired with the introduction of dedicated cycling facilities.

Phase 1 of the [CITY] Cycle Sharing System will consist of _____ cycles at _____ stations (see Figure 1) and is scheduled to open in late 2014. The initial coverage area will include key destinations in _____, including the _____. The [CITY] Cycle Sharing System will connect these destinations to key modes of public transport, including _____. In addition, the ticketing system for the Cycle Sharing System will be integrated with the electronic fare collection system currently under development by _____.

[IMPLEMENTING AGENCY] hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, and operation of the Cycle Sharing System in the city of [CITY], [STATE].

[MAP]

Figure 1. Map of proposed station locations for Phase 1 of the [CITY] Cycle Sharing System, indicating station size (red = large, yellow = medium, and green = small).

3. Notice of tender invitation

[Newspaper advertisement]

4. Definitions

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

“**Applicable Service Charge**” is an adjustment in the Service Charge applicable during a specific Payment Period, calculated using formulas specified in Section 7.12.

“**Arbitration tribunal**” means an organ 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 [IMPLEMENTING AGENCY].

“**Bid Process**” means the process of selection of the Successful Bidder 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.

“**[IMPLEMENTING AGENCY] Representative**” means any person duly authorized by [IMPLEMENTING AGENCY] for the purposes of this RFP.

“**Collection**” is a set of processes designed to 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 [IMPLEMENTING AGENCY] 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 specially for the purpose of bidding for this RFP.

“**Contract Period**” means the time when the Service Provider Agreement is valid.

“**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.

“**Coverage Area**” means all locations within a 300 m distance of a Station.

“**Cycle Sharing System**” or “**System**” means a personal public transport system consisting of a network of cycles and automated stations in which a user can check out a cycle at any station using an RFID-based smart card or key and return the cycle to any other station and in which information is tracked real-time using an information technology system. “Cycle Sharing System” refers to the hardware, software, and premises associated with this RFP for the city of [REDACTED] that is being implemented by [IMPLEMENTING AGENCY] 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**” means an electronic 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 22 hours during the respective 24-hour period. Cycles are not considered part of the Fleet during Redistribution.

“**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.

“**Operating Plan**” is a document that details all aspects of operations of the Cycle Sharing System, including but not limited to redistribution, preventative maintenance, repairs, and customer service procedures.

“**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 fourteen days.

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

“**Redistribution**” is any time that a Cycle is being moved by the Service Provider (normally from station to station or station to depot).

“**RFP**” and/or “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 [IMPLEMENTING AGENCY] will compensate the Service Provider for operation of the Cycle Sharing System, subject to incentives and adjustments.

“**Service Provider Agreement**” or simply “Provider Agreement” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between [IMPLEMENTING AGENCY] and the Successful Bidder through which [IMPLEMENTING AGENCY] will grant the rights to the Successful Bidder to install and operate the [CITY] 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.

“**Service Provider**” means the successful bidder selected under this RFP with whom [IMPLEMENTING AGENCY] has entered into a Service Provider Agreement to operate the Cycle Sharing System.

“**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.

“**Successful Bidder**” shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by [IMPLEMENTING AGENCY].

“**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 and for no good reason by the persons other than the employee or sub contractor of the Service Provider and/or for no reasons attributable to omission of act or breach of obligation of the Service Provider.

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.

5. Instructions to bidders

5.1. *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.

5.2. *Cost of Bidding*

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

5.3. *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 [IMPLEMENTING AGENCY] in writing by post, courier, or by facsimile at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting at the following addresses / fax number in order to enable [IMPLEMENTING AGENCY] 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:

Name and address of the [IMPLEMENTING AGENCY]

E-mail:

Phone: +91 ()

Contact for Questions about Technical Specifications and Terms and Conditions:

Contact person's name and address

E-mail:

Phone: +91 ()

Nothing in this section shall be taken to mean or read as compelling or requiring [IMPLEMENTING AGENCY] to respond to any questions or to provide any clarification to a query. [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] has not responded to any question or provided any clarification to a query.

5.4. *Amendment of Bidding Documents*

At any time before the Deadline for Submission of Bids, [IMPLEMENTING AGENCY] 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)."

required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, [IMPLEMENTING AGENCY], reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on [IMPLEMENTING AGENCY] for the same.

5.5. Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders **HH:MM AM on DD-MM-2014 at the office of the _____**.

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

[IMPLEMENTING AGENCY] may, at its sole discretion, extend the Deadline for Submission of Bids.

5.6. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

5.6.1. 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 D 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 [IMPLEMENTING AGENCY] in its sole discretion.

5.6.2. Financial Bid

The Financial Bids should be in the form and manner set forth in Annex E to this RFP and should comprise of all such documents and details mentioned therein.

5.7. Preparation of Bids

5.7.1. 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 [IMPLEMENTING AGENCY] shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or _____, 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.

5.7.2. Bid Currency

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

5.7.3. 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”) in the form of a demand draft, banker’s cheque, or irrevocable bank guarantee drawn in favour of “[IMPLEMENTING AGENCY],” and payable in _____ city.

5.7.4. Currency of Bid Security

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

Bidding shall be open to firms (which include companies, partnerships, 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 and joint ventures (JV) shall apply:

- 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 [IMPLEMENTING AGENCY]. 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. Any such agreement shall clearly specify the lead bidder and the various consortium/JV partners with their respective roles and responsibilities if any in the [CITY] Cycle Sharing System.
- In case of the successful bidder 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 [IMPLEMENTING AGENCY] to reject the Bid in its sole discretion.
- [IMPLEMENTING AGENCY] 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.

5.7.5. 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.

5.7.6. 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.

5.7.7. 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. 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".

5.7.8. Sealing and Marking of Bids

Bids shall be marked as follows:

- The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope on which the following shall be superscribed: "Envelope – A1- Bid Security for [CITY] Cycle Sharing System"
- The original and copy of the original of the Technical Bid including specifications related details (Annex D) shall be sealed separately in an envelope on which the following shall be Superscribed: "Envelope – A2- Technical Bid for [CITY] Cycle Sharing System"
- The original of the Financial Bid (Annex E) shall be sealed separately in envelopes on which the following shall be superscribed: "Envelope – B Financial Proposal for [CITY] Cycle Sharing System"
- The Envelopes A1, A2, and B, along with the original bid documents issued by [IMPLEMENTING AGENCY], and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to [IMPLEMENTING AGENCY] and marked as below: "Tender for [CITY] Cycle Sharing System"
- The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

If the outer envelope is not sealed and marked as above, [IMPLEMENTING AGENCY] will assume no responsibility for the misplacement or premature opening of the Bid.

5.8. *Period of Validity of Bids*

5.8.1. Validity Period

Bids shall remain valid for a period of one hundred and eighty (180) after the date of technical bid opening prescribed by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] shall not be liable to send an intimation of any such rejection to such Bidder.

5.8.2. Extension of Period of Validity

In exceptional circumstances, [IMPLEMENTING AGENCY] may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]'s request for such extension without forfeiting the Bid Security. A Bidder accepting the request of [IMPLEMENTING AGENCY] shall not be permitted to modify its Bid.

5.8.3. Mailing Address for Bids

Bids shall be addressed to [IMPLEMENTING AGENCY] and sent at the following address:

Name and address of the [IMPLEMENTING AGENCY]

E-mail:

Phone: +91(_____)

5.9. Deadline for Submission for Bids

5.9.1. Last Date and Time for Submission

The Bids must be received by [IMPLEMENTING AGENCY], at the specified address, latest by .00 hours on DD-MM-YYYY IST being the Deadline for Submission of Bids. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for [IMPLEMENTING AGENCY], the Bids will be received up to the appointed time on the next working day.

5.9.2. Extension of Deadline for Submission of Bids

If the need so arises, [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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.

5.9.3. Late Bids

Any Bid received by [IMPLEMENTING AGENCY] after the Deadline for Submission of Bids prescribed by [IMPLEMENTING AGENCY] will be summarily rejected and returned unopened to the Bidder. [IMPLEMENTING AGENCY] shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by [IMPLEMENTING AGENCY].

5.9.4. Milestones

The detailed timetable for the bidding process that shall apply is specified below. [IMPLEMENTING AGENCY] reserves the right to make any changes in this timetable at its sole discretion.

Milestone	Date
Issue of RFP Documents to Bidders	HH:MM, DD-MM-YYYY
Last date for receipt of pre-bid queries	HH:MM, DD-MM-YYYY
Pre-bid Meeting	DD-MM-YYYY
Last date for receipt of Bids	HH:MM, DD-MM-YYYY
Date of Opening of Technical Bids	DD-MM-YYYY
City initiates negotiations with preferred Offeror (approx.)	DD-MM-YYYY
The selected Offeror provides cycle share services	DD-MM-YYYY

The above time frame is indicative and would be subject to change as may be notified by [IMPLEMENTING AGENCY] from time to time.

5.10. Modification and Withdrawal of Bids

5.10.1. Modification of Bid

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

5.10.2. Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that [IMPLEMENTING AGENCY] receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

5.11. Bid Process - Steps & Evaluation

5.11.1. Opening of Technical Bid - The Qualification Bids

Technical Bid received by [IMPLEMENTING AGENCY] in response to this RFP shall be opened by [IMPLEMENTING AGENCY] in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at HH:MM AM on DD-MM-2014 at the office of the _____. 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 [IMPLEMENTING AGENCY], the Bids shall be opened at the appointed time and location on the next working day.

5.11.2. Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as [IMPLEMENTING AGENCY] in its sole discretion may consider appropriate, will be announced at

the opening of Technical Bid the Qualification Bids. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

5.11.3. Opening of Financial Bids

After the evaluation of Technical Bid has been completed, [IMPLEMENTING AGENCY] shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of [IMPLEMENTING AGENCY] 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.

5.11.4. Completeness of Bids & Rectification of Errors

[IMPLEMENTING AGENCY] 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.

5.11.5. Clarification of Bids

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

5.11.6. Rejection of Bid

A Bid is likely to be rejected by [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

5.11.7. Eligibility criteria

In order to be qualified technically, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below.

Technical Eligibility Criteria

The Bidder/s shall possess prior experience in the operation of Cycle Sharing Systems as detailed below, in order to be considered technically qualified:

- Experience of operations of Cycle Sharing Systems with a combined fleet of 500 cycles for a consecutive period of two years anytime during the past four years, through an explicit contract/concession, AND
- Experience of operations of Cycle Sharing Systems with a combined usage of at least 10,00,000 Rides during the past three years, through an explicit contract/concession.

In the case of a Consortium, at least one member of the Consortium must have the aforementioned experience. In case of consortium only the experience of members who hold eleven (11) per cent or more equity will be considered. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant.

The Bidder's proposal also shall meet the following requirement in order to be considered technically qualified:

- Bidder's proposed solution for the [CITY] Cycle Sharing System meets or exceeds the technical specifications, as described in Annex A.

Financial Eligibility Criteria:

The Bidder /Bidder Consortium should fulfil the following financial criteria:

- Average annual turnover equal to or above Rs. 10,00,00,000 or foreign currency of equivalent value during the last three consecutive financial years for which audited financial reports are available. The aggregate turnover of a consortium would be considered for the purpose of compliance with financial eligibility criteria. In case of consortium only those members shall be considered who hold 11% or more equity.

For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above. They must produce evidence in the form of an auditor/ Chartered Accountant Certificate that the turnover specified has arisen from transport business, in case the firm is deriving its turnover from businesses other than transport related businesses.

In case a bidder is relying on qualifications of subsidiary/parent firm for being considered while determining compliance with the technical eligibility criteria, then in such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

5.11.8. Evaluation of Financial Bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

- The bid criterion is the Service Charge, quoted in Rupees per cycle per day, to install, operate, and maintain the [CITY] Cycle Sharing System.

The Bidder with the lowest Service Charge will be selected as the Service Provider.

5.12. Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders 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 Successful Bidder.

5.13. Discharge of Bid Security of successful Bidder

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

5.14. 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, or
- In the case of a Successful Bidder, 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.

5.15. [IMPLEMENTING AGENCY]'s right to accept or reject any and/or all Bids

[IMPLEMENTING AGENCY] 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.

5.16. Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the [IMPLEMENTING AGENCY] 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 Agreement (as aforesaid) and thereafter the Successful Bidder shall commence supply of the equipment for the Cycle Sharing System. The signing of the Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by [IMPLEMENTING AGENCY] in its sole discretion.

5.17. Expenses for the Provider Agreement

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

5.18. Annulment of Award

Failure of the Successful Bidder 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

5.19. 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 [IMPLEMENTING AGENCY] upon such termination as set forth in the Provider Agreement.

6. General conditions of contract

6.1. *Application*

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

6.2. *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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in such process and shall, at all times, support and safeguard [IMPLEMENTING AGENCY]'s legitimate interests in this context.

6.3. *Use of Provider Agreement & Information*

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

Service Provider shall not, without [IMPLEMENTING AGENCY]'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 [IMPLEMENTING AGENCY] and shall be retained (in all copies) by [IMPLEMENTING AGENCY].

6.4. *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 [IMPLEMENTING AGENCY] 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.

6.5. *Performance Guarantee*

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to [IMPLEMENTING AGENCY], for an amount equal to **Rs. 50,00,000/- (Rupees fifty Lakhs)** for Cycle Sharing System with _____ (number) cycles. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder 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 H of this RFP.

Performance Guarantee 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.

6.6. 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] or any other authorized agency; (ii) are for the benefit of [IMPLEMENTING AGENCY]; and (iii) are in addition to any warranties and remedies to which [IMPLEMENTING AGENCY] may otherwise agree or which are provided by law.

6.7. 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 [IMPLEMENTING AGENCY]'s prior written consent.

6.8. Delay in providing the Cycle Sharing System

The Service Provider shall ensure that the Cycle Sharing System is provided to [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]:

- 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 [IMPLEMENTING AGENCY] 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, [IMPLEMENTING AGENCY] 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.

6.9. Quality check & acceptance of equipment

Service Provider shall finalise a Quality Checks and Acceptance Test Plan of offered systems to [IMPLEMENTING AGENCY] and after finalisation, the same shall form part of the Service Provider Agreement. The cycles offered by the Service Provider for the [CITY] 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 [IMPLEMENTING AGENCY] or its authorized agency.

6.10. Liquidated Damages

In the event of delay in supply of the Cycle Sharing System by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by [IMPLEMENTING AGENCY], Service Provider shall pay to [IMPLEMENTING AGENCY] liquidated damages @ Rs. 1,00,000/- (Rupees one lakh only) per day of delay in making the service operational. In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within 90 days of Commencement Date, [IMPLEMENTING AGENCY] reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by [IMPLEMENTING AGENCY] on the Performance Guarantee.

In the event of delay in supply of the cycles by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by [IMPLEMENTING AGENCY], Service Provider shall pay to [IMPLEMENTING AGENCY] liquidated damages @ Rs. 300/- (Rupees three hundred only) per cycle per day of delay.

6.11. 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 [IMPLEMENTING AGENCY] and its staff and authorized representatives from time to time.

[IMPLEMENTING AGENCY] 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. [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in such inspections.

[IMPLEMENTING AGENCY] 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. [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in such inspections.

6.12. Ownership & Protection of Property/Data

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

[IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY].

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 [IMPLEMENTING AGENCY] under the Cycle Sharing System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to [IMPLEMENTING AGENCY]. The Service Provider's copy(ies) of Member data shall be destroyed.

6.13. Confidentiality Obligations of Service Provider

6.13.1. Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to [IMPLEMENTING AGENCY] ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of [IMPLEMENTING AGENCY] relating to the Cycle Sharing System or services provided under the Service Provider Agreement in relation thereto and information relating to [IMPLEMENTING AGENCY]'s business or operations.

Service Provider shall not without [IMPLEMENTING AGENCY]'s prior written consent use, copy or remove any Confidential Information from [IMPLEMENTING AGENCY]'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 [IMPLEMENTING

AGENCY] all documents or other materials containing [IMPLEMENTING AGENCY]'s Confidential Information and shall destroy all copies thereof.

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

6.13.3. Period of Confidentiality

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

6.14. Force Majeure

[IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in writing of such conditions and the cause thereof. Unless otherwise directed by [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]. 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 judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.
 - 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 [IMPLEMENTING AGENCY] 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.

6.15. 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.

6.16. Events of Default and Termination

Events of Default shall mean either Service Provider Event of Default or [IMPLEMENTING AGENCY] Event of Default or both as the context may admit or require.

6.16.1. 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.

6.16.2. [IMPLEMENTING AGENCY] Event of Default

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

- [IMPLEMENTING AGENCY] 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
- [IMPLEMENTING AGENCY] has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

6.16.3. Termination due to Event of Default

In the event of the Service Provider Event of Default, [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY], at [IMPLEMENTING AGENCY]'s sole discretion.

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

6.17. Termination for [IMPLEMENTING AGENCY] Event of Default

Upon Termination of this Agreement on account of [IMPLEMENTING AGENCY] 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.

6.18. Termination for Insolvency, Dissolution, etc.

[IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]. Notwithstanding the generality of the foregoing, [IMPLEMENTING AGENCY] reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Provider selected by [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY], in [IMPLEMENTING AGENCY]'s sole discretion.

6.19. Suspension

On the occurrence of any of the following events, [IMPLEMENTING AGENCY] 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 thereunder:

- In the event and to the extent [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] in its sole discretion, from the date of issue of such notice of suspension.

6.20. Arbitration

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be [CITY]. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

6.21. Jurisdiction

Subject to Clause 1.18, only the courts in [CITY] shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

6.22. 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.

7. Scope of work

7.1. Terms of contract

Applicants need to provide integrated and innovative solutions for the [CITY] Cycle Sharing System, including: cycles; stations (docks, terminals, siting, and installation); a control centre; electronic payment systems; operations and maintenance; marketing and outreach; and customer service. Technical specifications for specific components are described in Annex A.

The Service Provider shall:

- Hardware and software:
 - Procure Cycles and Stations as per the Authorised Fleet size set by [IMPLEMENTING AGENCY], each of which shall comply with the technical standards specified in Annex A.
 - Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorised Fleet.
 - Procure software to aid in monitoring, planning, and the redistribution of cycles.
 - Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between [IMPLEMENTING AGENCY] and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
 - Procure software and hardware for the processing of customer payments via cash, credit card, net banking, mobile-based banking systems, and other media. Such software and hardware must be compatible with the RFID-based fare collection system currently under development by .
 - Operate only such equipment that meets the technical criteria in Annex A at all times during the Contract Period.
- Operations:
 - The Service Provider will develop and modify, from time to time, a detailed operating plan (“Operating Plan”) for the Cycle Sharing System. The Operating Plan will detail all aspects of operations including but not limited to redistribution, preventative maintenance, repairs, and customer service procedures. The Service Provider will incorporate suggestions on the Operating Plan from [IMPLEMENTING AGENCY] and will operate the Cycle Sharing System in accordance with the Operating Plan.
 - Establish a payment system to receive customer payments for Memberships and usage fees via multiple payment media. Such software and hardware must be compatible with the electronic fare collection system currently under development by .
 - Establish the required facilities, equipment, and vehicles for the operations of the Cycle Sharing System.
 - Enlist trained professionals to operate the Cycle Sharing System. The Service Provider will prepare a Human Resources Plan specifying how Cycle Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by [IMPLEMENTING AGENCY].
 - Bear all expenses towards Operation of the Cycle Sharing System through the entire period and not claim any additional expenses.

- Establish and maintain a Control Centre, called the “Service Provider Control Centre,” that will monitor operations of the Cycle Sharing System. The Control Centre will constitute [IMPLEMENTING AGENCY]’s single point of contact to enable [IMPLEMENTING AGENCY] to coordinate with the Service Provider in the course of the day-to-day operation and management of the Cycle Sharing System by [IMPLEMENTING AGENCY]. 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 [IMPLEMENTING AGENCY].
- Provide access to an IT-enabled monitoring system with which [IMPLEMENTING AGENCY] may monitor the Cycle Sharing System. The Service Provider will provide real-time information access and periodic summary reports in an electronic format specified by [IMPLEMENTING AGENCY] containing but not limited to the following information:
 - Fleet size
 - For each Station:
 - Number of full Docks
 - Number of empty Docks
 - Operational status
 - For each Cycle:
 - Operational status: in service, out of order, etc.
 - Number of Rides taken on the Cycle during its lifetime and since last maintenance
 - Trip Data
 - Number of Rides taken using the system
 - Record of each Ride taken using the system, including the user ID, origin, destination, start time, end time, and cycle ID.
- Waive all rights to sell advertisement space and carry out other revenue generating activities on the Cycles, Stations, and other facilities, which are retained by and shall vest only in [IMPLEMENTING AGENCY]. The Service Provider shall be obliged to carry advertisements on the cycles and stations as determined by [IMPLEMENTING AGENCY]. The Service Provider may not carry out any other commercial activities on or near Cycle Sharing System facilities unless explicitly approved by [IMPLEMENTING AGENCY].
- Customer service:
 - Establish customer service platforms for the Cycle Sharing System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations, and address grievances.
 - Carry out marketing activities to promote use of the Cycle Sharing System.
 - Provide real-time data on available Cycles and Stations at each Station to [IMPLEMENTING AGENCY] and to third parties in a format specified by [IMPLEMENTING AGENCY].
- Legal:
 - Bear all applicable National, State and local taxes on purchase of equipment.
 - Bear all applicable insurance, including vehicle insurance and passenger insurance as required under:

- Any Financing Agreements
 - Laws of India
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
- The Service Provider shall retain ownership of the Cycle Sharing System at the End of Contract. The [IMPLEMENTING AGENCY] has first right of refusal in the purchase of the Cycle Sharing System should it be interested.

7.2. *Contract Period*

This Contract is being granted for the installation and operation of the [CITY] Cycle Sharing System for a Contract Period of 6 (six) years including the time required for mobilisation and system installation.

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 during the Contract Period.

7.3. *Timeline*

The Service Provider will be expected to meet the following timeline:

Task	Task to be completed before the end of the indicated month, measured from the date of contract signing
Submit cycle and station specifications for review.	1
Submit station siting plans for review.	2
Submit marketing plan for review.	2
Demonstrate initial prototype stations and cycles.	3
Submit beta website for review.	3
Demonstrate final prototype stations and cycles.	4
Back office systems operational.	6
Submit redistribution and maintenance plans for review.	7
Training and Testing Period	7

Website information and subscription sections operational.	8
Begin accepting applications for registration.	8
Install X Stations, X Docks, and X Cycles.	9
Present recommendations for station augmentation.	10
Install remaining X Stations, X Docks, and X Cycles.	12

7.4. Training and Testing Period

The Training and Testing Period is defined as the period preceding the Commercial Operations Date during which Service Provider shall make available the following equipment:

- Staff required for operations and maintenance of the entire Cycle Sharing System.
- At least 4 Stations (with at least 48 Docks and 32 Cycles), the Control Centre, and a Depot for the purpose of training and testing of operations.

[IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY] and authorized by [IMPLEMENTING AGENCY] for the purpose of training and testing shall be paid on actual basis at the Applicable Service Charge for the Period.

7.5. Passenger Fare Determination and Collection

[IMPLEMENTING AGENCY] will determine the membership fees and usage fees that will be charged from the users of the Cycle Sharing System. No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service are prohibited by the Service Provider and any staff engaging in such a practice should be disciplined accordingly.

All user payments to the Cycle Sharing System shall be credited in full to an escrow account established by [IMPLEMENTING AGENCY]. The Service Provider shall not retain user fee revenue nor shall it have any right in relation to the fees collected. Service Provider shall at no point of time, directly or indirectly, partake any portion of the user fees.

7.6. Cycles Docks & Stations

The Service Provider will present prototype Cycles and a Station for the Cycle Sharing System to [IMPLEMENTING AGENCY] for inspection. [IMPLEMENTING AGENCY] will have the right to review all station hardware and software to ensure they meet the technical criteria specified. Should [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY]. After receiving approval on the final design, the Service Provider may proceed to manufacture the rest of the Cycles and Stations. [IMPLEMENTING AGENCY] will specify the colours and branding of the cycles and stations. The Service Provider will be consulted during this process but the [IMPLEMENTING AGENCY] decision is final and no additional branding components of any kind may be added.

The Service Provider will install Stations at sites specified by [IMPLEMENTING AGENCY]. The Service Provider will 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 [IMPLEMENTING AGENCY] for approval.

The [IMPLEMENTING AGENCY] will clear the approved site and create a paved, level surface on which the Service Provider may install the Station. The Service Provider shall, at its own expense, source space in the Coverage Area for the customer service centre. Such location should be accessible and appropriately equipped to manage the Cycle Sharing System. The location will need to be approved by [IMPLEMENTING AGENCY].

The Service Provider will install Stations as per the timeline below.

<i>Milestone</i>	<i>Stations</i>
Within 9 months of signing of the Service Provider Agreement	$s = \underline{\hspace{2cm}}$ Stations
Within 12 months of signing of the Service Provider Agreement	$s = \underline{\hspace{2cm}}$ Stations

The Service Provider will obtain space for depots and workshops. The Service Provider shall source and install the maintenance equipment as necessary. Minor repairs of the Cycles and Stations procured for Cycle Sharing System may be carried out on site. Major repairs of the Cycles and Stations shall be carried out at the maintenance facilities developed by the Service Provider or provided by a third party.

7.7. Fleet size

Service Provider will maintain the Fleet to match the Authorised Fleet requirements as per the timeline below.

<i>Milestone</i>	<i>Authorised Fleet</i>
Within 9 months of signing of the Service Provider Agreement	$f = \underline{\hspace{2cm}}$ Cycles
Within 12 months of signing of the Service Provider Agreement	$f = \underline{\hspace{2cm}}$ Cycles

After 26 Payment Periods, [IMPLEMENTING AGENCY] will review the Authorised Fleet at the end of each Payment Period and revise the Authorised Fleet as follows:

- If $r/f > 8$, the Authorised Fleet size may be increased by an increment specified by [IMPLEMENTING AGENCY] within 60 days of the end of the previous payment period.
- If $r/f \leq 8$, the Authorised Fleet will remain the same.

Where:

- r is the average number of Rides during the previous 14 days and
- f is the Authorised Fleet during the previous 14 days.

In general, the incremental change in fleet size will be at least 100 cycles for any given revision in the Authorised Fleet. Payments will be determined based on the actual number of cycles in the Fleet during the corresponding 14-day period if $r/f \leq 8$. However, if $r/f > 8$, [IMPLEMENTING AGENCY] will pay for cycles in excess of the Authorised Fleet. However, [IMPLEMENTING AGENCY] has the discretion to impose a cap on f .

7.8. Excess Docking Capacity

The Service Provider will maintain a system docking capacity as follows:

$$d \geq 1.5 * f$$

Where:

- d is the combined number of docks at all Stations, and
- f is the Authorised Fleet during the previous 14 days.

When expanding the Station network between 9 and 12 months after signing of the Service Provider Agreement, the Service Provider will create an Expansion Plan specifying the relative allocation of Docks to the new Stations and the existing Stations based on observed usage patterns. The Expansion Plan must be approved by [IMPLEMENTING AGENCY].

7.9. Advertising

The Service Provider will make available designated branding/advertising spaces on the cycles and stations available to [IMPLEMENTING AGENCY] as per the Technical Specifications. The Service Provider will install and remove advertisements from the Cycles and Stations as directed by [IMPLEMENTING AGENCY].

All rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the [IMPLEMENTING AGENCY].

7.10. Marketing

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

During the first 3 months after the Commencement Date, the Service Provider will set up at least ten (10) temporary manned sales kiosks at major Stations. The kiosks will provide print material how the Cycle Sharing System works, conduct live demonstrations, and carry out other activities to inform potential users about the Cycle Sharing System. The kiosks will also accept Membership applications.

Before and after the Commencement Date, the Service Provider will carry out marketing activities as specified in the Technical Specifications.

7.11. *Payment to the Service Provider*

The Service Provider shall submit an invoice at the end of each 14 days specifying:

- The average number of Cycles in the Fleet on each of the previous 14 days.
- The average number of Cycles in the Fleet during the previous 14 days.
- Applicable Service Charge for the period.
- Total Payment, incorporating the Applicable Service Charge and incentives.
- Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.
- Supporting evidence, captured from the IT system, verifying the claims.

[IMPLEMENTING AGENCY] will, within a period of seven days from receipt of the invoice, verify the invoice against the records that it has on the Cycle Sharing System and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by [IMPLEMENTING AGENCY] to the designated account of the Service Provider after deducting any tax deductions at source that [IMPLEMENTING AGENCY] may be obliged to deduct under Indian law.

The Payment shall be calculated as:

$$\text{Payment} = f * k * 14 * (1 + i)$$

Where:

- f is the average number of Cycles in the Authorised Fleet over the previous 14 days and
- k is the applicable Service Charge per Cycle per day.
- i is the sum of incentives applicable over the 14-day period

Payment for incentives shall be calculated as described below.

The Service Provider shall be compensated for damages to Cycle Sharing System equipment where the liability is traced to [IMPLEMENTING AGENCY].

In the event that any damages or need for repairs to the Project Assets arises during the Agreement Period on account of Vandalism, the Service Provider will be required to make good the damages and repair and rectify the Project Asset to the original conditions at the cost of [IMPLEMENTING AGENCY]. The Service Provider may claim reimbursement of the cost less of insurance proceeds for such repair and rectification calculated at mutual agreed terms between [IMPLEMENTING AGENCY] and the Service Provider. 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 shall repair and rectify at its own cost the damages to the satisfaction of [IMPLEMENTING AGENCY].

The Service Provider will be responsible for loses due to theft of Cycles while Cycles are check out by Members. The Service Provider may take out an insurance policy to cover such loses but the insurance premium will be the responsibility of the Service Provider.

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. [IMPLEMENTING AGENCY] claims no liability for such infractions.

[IMPLEMENTING AGENCY] 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.

7.12. Incentives

Incentives in the Payment to the Service Provider will be calculated as the sum of all deficiencies observed during the previous Payment Period as follows.

$$i = \sum (m * q / 10,000)$$

Where:

- *i* is the incentive variable in the Payment formula
- *m* is the incentive metric, measured in excess of the Threshold specified in the schedule of incentives, and
- *q* is the incentive factor applicable to the respective incentive metric.

Incentives shall be applied by [IMPLEMENTING AGENCY] on the Service Provider for various parameters better defined in the table below. Incentive metrics are measured from 0:00 on the first day of the Payment Period until 23:59 on the last day of the payment period. An incentive metric only applies if it has exceeded the Threshold value during the Payment Period. The total value of incentives applied in any Payment Period shall be limited to ten (10) per cent of the average payment made in the previous three (3) Payment Periods. [IMPLEMENTING AGENCY] may add/delete/change/modify the incentive parameters, provided that at least ninety (90) day prior notice shall be given to the Service Provider before such parameters are applied. Incentive determinations shall be supported by reports to [IMPLEMENTING AGENCY] inspection staff using the monitoring mechanism stipulated.

A representative schedule of incentives is presented below.

<i>Metric, m</i>	<i>Threshold value</i>	<i>Factor, q</i>
Usage		
Number of Rides per Cycle per day ($r / 14 / f$)	4	50
Reporting		
Number of days of delay in submitting required	0	- 100

reports to [IMPLEMENTING AGENCY].		
Combined number of minutes that real-time system information is not available to [IMPLEMENTING AGENCY].	20	- 5
Fleet availability		
Combined number of minutes that High Priority Stations have no empty docks or no available cycles.	$120 * 14 * 0.4 * s$	- 2 if $r / 14 / f \leq 6$ - 1 if $r / 14 / f > 6$
Combined number of minutes that Low Priority Stations have no empty docks or no available cycles.	$240 * 14 * 0.6 * s$	- 2 if $r / 14 / f \leq 6$ - 1 if $r / 14 / f > 6$
Average difference between the number of cycles in the Fleet, n, and the Authorised Fleet (f - n).	0	- 20 if $n < f$ 0 if $n \geq f$
Uptime and maintenance		
Combined number of minutes that terminals are out of service.	$200 * s$	- 1
Combined number of minutes that docks are out of service.	$200 * d$	- 1
Number of smart cards reported as faulty.	$0.001 * r$	- 10
Average minutes taken to remove cycle from service after a fault is reported by a customer or identified by the System.	180	- 10
Average number of cycles not meeting the cleanliness / functionality standard specified by [IMPLEMENTING AGENCY] during spot checks.	$0.05 * f$	- 10
Customer service		
Average days taken to process registrations that require manual verification of identification documents.	2	- 50
Average days taken to respond to customer complaints.	1	- 10

Average number of minutes taken to answer customer calls.	2	- 10
Combined number of minutes that the website is out of service.	20	- 100
Average days taken to award refunds.	7	- 10
Miscellaneous		
Unauthorised release of customer or system data.	0	- 1,000
Modifications of the design or paintwork of a cycles or station without prior authorization from [IMPLEMENTING AGENCY].	0	- 500

[IMPLEMENTING AGENCY] will designate **40 per cent** of the Stations as High Priority stations. The remaining Stations will be Low Priority Stations.

Spot checks for cleanliness will be conducted before 9:00 a.m.

7.13. Revision of Service Charge

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

$$k_{\text{applicable}} = k_{\text{base}} * (0.5 + 0.5 * [1 + (w_{\text{present}} - w_{\text{base}}) / w_{\text{base}}])$$

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.

7.14. Summary of responsibilities

The following list is a representative but not exhaustive summary of the respective responsibilities of the Service Provider and [IMPLEMENTING AGENCY].

7.14.1. Service Provider

- Design, procurement, installation, and maintenance of Cycles and Stations.
- Station siting plans.
- Electricity supply for Stations.
- Redistribution of Cycles.
- Maintenance of Cycles and Stations.

- Customer service, including processing of Subscriptions and user payments, dissemination of system information, and complaint redressal.
- Space and equipment for maintenance of System equipment.
- Customer information systems including Station signage, system website and smartphone applications.
- System marketing.

7.14.2. [IMPLEMENTING AGENCY]

- Specification of Station locations and sizes.
- Specification of System branding.
- Land for Stations.
- Specification of service levels.
- Review of Service Provider plans for station siting, redistribution, maintenance, marketing, and other activities.
- Compensation of Service Provider, incorporating incentives.

Annex A. System Specifications

Hardware

Cycle attributes

- Physical design:
 - Safe and stable in all weather conditions.
 - Easy to mount and dismount for all adult users.
 - Theft-proof seat with adjustable height. Must be adjustable without tools.
 - One-size-fits-all step-through frame design.
 - Corrosion-resistant material with rust-proof external parts.
 - Kick-stand to keep the bicycle upright when parked at locations other than the docks.
 - Primary frame locks to docking mechanism.
 - Unique size and style of components and hardware to deter theft. Parts cannot be removed without specialized, proprietary tools.
 - Front-mounted porous basket with load capacity of 10 kilograms for typical briefcase, handbag, or grocery bag.
 - Capacity to display system graphics and/or advertisements on wheel caps and/or other highly visible locations.
 - Capacity to display system branding and colour scheme as specified by [IMPLEMENTING AGENCY].
 - RFID chip to interface with dock. GPS tracking device optional.
 - Chain-less or fully enclosed drivetrain.
 - Flat pedals.
 - Solid or puncture proof tyres with a diameter of 26 inches or greater.
 - Simple, intuitive front and rear braking system with enclosed wiring.
 - All gears, braking mechanisms, cables and parts are fully enclosed from weather and are tamper-proof.
- Safety:
 - Lighting system with front and rear lights that are always on when cycle is in use, including day time, and for the first 90 seconds after the cycle is at rest.
 - Front, rear, and side reflectors.
 - Loud bell or horn.
 - Fenders to prevent dirt and water from getting on user.
- Warranty:
 - Estimated lifespan of 3 years with 8 rides per day.
 - Guarantee of replacement of cycles and parts for a period of 6 years.

Station/Terminal/Docks

[IMPLEMENTING AGENCY] will supply the selected provider with tentative locations, sizes, and the necessary street space for station installation. The Service Provider will be responsible for surveying the site; conducting public outreach to gather input from the public to verify station locations and sizes; developing detailed installation drawings.

- Physical design:
 - Aesthetic compatibility with existing streetscape.
 - Dock that holds cycles in a fixed, upright position.
 - Continuous power supply, including back-up power supply in case of electrical power failure. Back up systems should provide power for a period of at least 12 hours. After the 12-hour period, the system must have the ability to mechanically lock cycles that users wish to return.
 - Modular in design that can accommodate multiple sizes and configurations. Typical sizes will comprise small Stations (12 Docks), medium Stations (24 Docks), or large Stations (32 Docks).
 - The Service Provider is encouraged to propose parking area designs for very large Stations (replacing the standard terminal and Docks). The cycle would still be required to be check-in and check-out through the IT system but the check out process would be assisted by attendants. Parking areas must be secure against theft.
 - Individual dock can be locked-down or replaced while the remaining docks are in operation.
 - The dock indicates if cycle is available for hire.
 - Parts are tamper resistant and cannot be removed without proprietary tools.
 - Durable design that can withstand environmental elements (rain, sunlight). Rust and graffiti resistant. Easy to clean, replace, and repair.
 - Stations are flexible in design to accommodate gaps caused by on-street or sidewalk obstructions such as manhole covers or planter boxes.
 - Terminal design casing displays user information and maps and advertising potential.
 - Display area able to hold an advertisement or public service announcement with dimensions of 1 meter (width) by 1.5 meter (height). The display area should be backlit and should be integrated into the Station design.
- Warranty:
 - Expected lifespan for the duration of the contract.
 - Guaranteed spare parts/replacement.
- User Interface:
 - Terminal has a display screen guiding customers through menu options clearly in daylight or low light conditions (e.g. night time) and in all weather conditions. Touch screen or buttons acceptable.
 - Information available in and English.
 - Provides general, membership, safety and regulations about the system
 - Terminal directs user to nearby stations with available docks if station is full.
 - Accepts Member smart cards/keys, public transport smart cards, and SMS-based access. Guarantees data security as per Indian law and international best practices.
 - Docks able to process RFID smart cards/keys and future public transport RFID smart cards (standard to be specified) without user interaction with the terminal.
 - Accommodates temporary (e.g. daily) and long-term (i.e. smart card-based) memberships.
 - Allows user to report faulty cycle/dock/station at terminal.
 - Allows staff to record visits, cleaning, maintenance, or other necessary tasks.
 - Resistant to vandalism.
- Information technology systems:

- RFID identification device that recognizes users identity and links it in real time to the users account.
- Real-time information flow between dock, terminal, control centre and other web-based platforms (e.g. website, smartphone, third party apps).
- Ability to process temporary Memberships online.
- Control Centre has real-time information on the number of full/empty docks, broken cycles.
- All data is the property of the government.

Control centre

- Staffed physical office with a customer service centre located in the coverage area and with good public transport access.
- Log of all complaints in a public journal.
- All software and communication interfaces must be compatible with [IMPLEMENTING AGENCY] systems or software and communication interfaces provided to [IMPLEMENTING AGENCY] (e.g. phones, computers, etc.).
- Computer terminals and communications equipment allowing Service Provider staff to monitor station status.
- Ability to provide internet-based system usage information to [IMPLEMENTING AGENCY] and third parties on a real-time basis.
- Ability to prepare monthly reports on system usage.
- Call centre with the following capabilities:
 - Staff proficient in _____ and English.
 - Allows users to obtain information on their membership status and recharge their accounts (by credit card).
 - Can provide information on how to subscribe to the system and on system functionality and respond to other customer queries.

Depot

- Equipment for maintenance and repair of Cycles.
- Space for spare Cycles, Stations, parts, and other equipment.
- Parking space for redistribution vehicles.

Customer service and marketing

The Service Provider will be required to market the system with a direct focus on encouraging usage and safety around the system. The marketing and all aspects will be defined in the service level agreements. The Service Provider is encouraged to use a variety of traditional and more innovative marketing techniques.

Website

- Information available in real time on all public aspects of the system.
- Available in _____ and English.
- Has point-of-sale ability to purchase memberships and recharge user accounts.

- Displays real-time station status overlay on a map: name of station, number of cycles, number of available docks.
- Allows users to track their usage (other innovative applications are encouraged).
- Specially designed versions for multiple computing devices (desktop computers, smartphones, tablets).
- Ability to handle 10,000 page views per day.

Customer service kiosk

The Service Provider will maintain a customer service kiosk at a facility provided by [IMPLEMENTING AGENCY] meeting the following standards:

- Communicates real-time with the Control Centre.
- Staff proficient in [REDACTED] and English.
- Allows users to apply for memberships, obtain information on their membership status, and recharge their accounts.
- Can provide printed material in [REDACTED] and English explaining how to subscribe to the system and maps showing station locations.

Marketing

From at least two months before the Commencement Date through the end of the contract, the Service Provider will carry out marketing activities, as per defined in the Service Provider Agreement, including but not limited to the following:

- Establish and maintain a Facebook page with system updates, promotions, and other information.
- Establish and maintain a Twitter feed with system updates, promotions, and other information.
- Establish and maintain a blog on the Cycle Sharing System website with news, interesting stories, and other features.
- Conduct Membership drives targeted at specific user groups.
- The Service Provider will be expected to spend an amount on print and radio advertisements equivalent to at least 5 per cent of the combined value of Payments during the first year after signing of the Service Provider Agreement and 2 per cent during years 2 through 6.

Smart phone applications

The Service Provider will provide smart phone applications for the top three smartphone operating systems used by the membership base as calculated through membership surveys with the following functionality:

- Real-time station information: name of station, number of cycles available, number of available docks.
- Allows users to view membership status and recharge their accounts.

Annex B. Format for letter of application

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date: _____

To,

Name and address of the [IMPLEMENTING AGENCY]

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 [CITY] 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.
- The EMD/Bid Security amount of **Rs. 2,00,000 (Rs two lakh)** vide DD no. _____ dated _____ of bank _____ drawn in favour of _____ and payable at _____ (city).

The [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY].
- [IMPLEMENTING AGENCY] 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

- [IMPLEMENTING AGENCY] 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 [IMPLEMENTING AGENCY].

The Bid Purchase amount of Rs. 25,000/- (Rupees Twenty-five Thousand 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 _____ city (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]

Annex C. 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	

Annex D. Format for eligibility

The Service Provider will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the requirements (outlined in Annex A). The form is to be submitted for each firm in case of consortium/joint venture.

Technical eligibility

<i>Time Period</i>	<i>City</i>	<i>In Cycle Sharing Systems operated by the Bidder, the number of Cycles in the operational Fleet during the specified time period</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
DD/MM/YY - DD/MM/YY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YY					
DD/MM/YY					
DD/MM/YY					

In the preceding table, the Bidder shall mention only the cycles that were commissioned prior to the respective time period. Cycles introduced part way through a time period should not be included until a subsequent year.

<i>Time Period</i>	<i>City</i>	<i>In Cycle Sharing Systems operated by the Bidder, the number of Rides during the specified time period</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
DD/MM/YY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				

DD/MM/YY					
DD/MM/YY					
DD/MM/YY					

The Service Provider will provide details of the below aspects of the Cycle Sharing System to be supplied to [IMPLEMENTING AGENCY] in a separate document.

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
Stations	Provide attributes of the station not listed below			
1. Station design	Discuss how the station blends fit into the urban landscape			
2. Station typologies and space requirements	Provide architectural drawings of the station footprint including all dimensions; specify exterior materials			
3. Terminal	Provide architectural drawings of the terminal including all dimensions; specify exterior materials			
4. Docks / locking mechanisms	Provide architectural drawings of the dock and locking mechanism including all dimensions; specify exterior materials			
5. Station computer	Specify the operating system, software and communications system; power requirements			
6. Smart card reader at docks	Specify the RFID reader and the criteria it meets; include a photo or rendering			
7. Power supply	Specify power requirements (AC and/or DC); hardwired or solar			
8. Functionality during power	Specify backup power supply			

outage				
9. System for notification about damaged Cycles	Describe the user interface and functionality at the dock, terminal and any other mechanism for reporting faults			
10. System information display	Specify screen type; detail ability to perform in low/high light environments; ability to withstand environmental elements (ex. sun, dust, vandalism)			
11. Advertisement space	Specify the type, size and number of advertising potential on all aspects of the station, terminal, dock, bicycle and smart card			
12. Finishing	Specify the type and durability/replacement of station finishing's (both exterior surface and any paint or decals)			
13. Installation process	Provide a brief overview of the site preparation, station placement, required machinery, excavation if any, other			
Cycles	Provide a picture and any details not outlined below			
14. Frame and Fork	Material, size, geometry and paint quality			
15. Drivetrain	Crank (all aspects), chain, B/B: Specification, make and model			
16. Gearing	Specification, make and model; provide details of tamper resistance and resilience			
17. Wheelset	Hub (F&R), spokes, rims: Specification, make and model			
18. Tyres	Specification, make and model; include detail on puncture resistance			

19. Handlebar	Specification, make and model			
20. Braking mechanism	Specification, make and model for front and rear			
21. Lights/ Reflectors	Specification, make and model; lumens; include power source and details of lifespan; Certification (ISO)			
22. Mudguards / fenders	Specification, make and model; include advertising potential			
23. Seat	Specification, make and model			
24. Basket	Specification, make and model; capacity (weight and volume)			
25. Bell / horn	Specification, make and model; picture detailing the mount to the cycle			
26. Identification system	Provide details of all visual and electronic mechanisms for identifying a cycle			
27. Finishing	Detail all aspects of the cycle finishing not yet discussed (example: stainless hardware)			
28. Proprietary design, size and tooling	Discuss theft-proof aspects of the bicycle and proprietary tooling used			
29. Software	Provide an overview of software, compatibilities and where it is used elsewhere			
30. Payment gateways	Specify each payment gateway; accepted methods of payment; data security; time (delay) between payment and reflection in system			
Control centre				
31. Information exchange between stations,	Detail the real-time information flow including but not limited to the type,			

control centre, website, and [IMPLEMENTING AGENCY]	mechanism, security of the information and back-up mechanisms			
32. Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
33. Website	Provide a site map			
34. Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
Operations				
35. Preventative maintenance	Describe preventative maintenance procedures for hardware and software			
36. Repairs	Describe repair protocol for hardware and software; include where the capacity will come from and supply chain (in-house or outsourced)			
37. Redistribution	Describe redistribution plan in terms of operations, infrastructure and capacity			
38. Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
39. Depot/ Maintenance Facility	Describe the physical structure(s) and operational plan for maintaining a depot and performing maintenance			
40. Marketing	Describe marketing capacity (in-house vs. outsourced), conventional and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			
41. Overall staffing requirements and	Provide an organizational chart with staffing estimates;			

plan	qualification requirements; specify part-time/full time employees. Include total jobs created.			
------	--	--	--	--

Financial eligibility

<i>Financial year</i>	<i>Turnover during the last three financial years (attach audited annual report and chartered accountant certificate)</i>
Year 1	
Year 2	
Year 3	

Year 3 must be the most recent year for which an audited financial statement is available, and the three years must be consecutive.

Annex E. Format for financial bid

Service Charge (charge per Cycle per day) for operating the [CITY] Cycle Sharing System	
---	--

[Signature]

[Company stamp]

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

Power of Attorney

Dated this _____ day of _____ 2013

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 [IMPLEMENTING AGENCY] (“[IMPLEMENTING AGENCY]”) has invited applications from interested parties for the [CITY] 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 [IMPLEMENTING AGENCY], to follow up with [IMPLEMENTING AGENCY] 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 successful bidder.

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 _____ 2014.

[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 [IMPLEMENTING AGENCY] has invited tenders from the interested parties for the [CITY] 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.

Annex G. 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 _____ 2014

[Signature]

[Company stamp]

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

Annex H. Format for Performance Guarantee

[On bank's letterhead with stamp]

To

[IMPLEMENTING AGENCY]

Address/city

Know all persons by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto the [IMPLEMENTING AGENCY] (hereinafter called "the Owner") in the sum of Rs. _____ lakhs (Rupees _____ lakhs only) for which payment will be made to the said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of Acceptance No. _____ dated _____ has been issued by the Owner to _____ [Name of Service Provider] (Hereinafter called "the Service Provider") for execution of the [CITY] Cycle Sharing System, and whereas the Service Provider is required to furnish a Bank Guarantee for the sum of Rs. _____ lakhs (Rupees _____ lakhs only) towards the Performance Guarantee for the said [CITY] Cycle Sharing System, and whereas _____ [Name of Bank] has, at the request of the Service Provider, agreed to give this guarantee as hereinafter contained without demur, we agree as follows:

- That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Service Provider.
- That any account settled between the Owner and the Service Provider shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- That this guarantee commences from the date hereof and shall remain in force for a period of 7 (seven) years and 90 days.
- That the expression 'the Service Provider' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

The Conditions on this obligation are:

- If the Service Provider fails or refuses to enter into the Service Provider Agreement within the time limit specified in the Letter of Acceptance.
- If the Service Provider fails to perform its obligations under the Service Provider Agreement to be entered into between the [IMPLEMENTING AGENCY] and the Service Provider pursuant to issuance of Letter of Acceptance by [IMPLEMENTING AGENCY] to Service Provider.

We undertake to immediately pay to the Owner in Public the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions mentioned above and specifies the occurred condition or conditions.

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]