



GOVERNMENT OF KARNATAKA

Mysuru City Corporation

NATIONAL COMPETITIVE BIDDING FOR

Procurement, installation and operation of
Public Bicycle Sharing System in Mysuru
through e-Procurement System
(<https://eproc.karnataka.gov.in>)

PROJECT: Implementation of Public Bicycle Sharing System in
Mysuru

DMA/2015-16/IND3642

Bid Ref.No.....

Dt: 22.05.2015

**Purchaser: The Commissioner,
Mysuru City Corporation**

May 2015

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GOVERNMENT OF KARNATAKA

Mysuru City Corporation
Project Implementation Unit
Website: <https://eproc.karnataka.gov.in>

National Competitive Bidding for Procure, Install and Operate Public Bicycle Sharing System in Mysuru through e-procurement system.

Time Schedule for the Bids:

BID REFERENCE	:	DMA/2015-16/IND3642
Date of commencement of downloading of bid document	:	22 nd May, 2015 at 11:00 am onwards
Last date for seeking clarification if any	:	1 st June, 2015 at 5:30 pm
Pre-Bid Meeting	:	5 th June, 2015 at 11:00 am
Last date for down loading of bid document from the E-procurement platform: http://e-proc.karnataka.gov.in	:	4 th July, 2015 upto 5:30 pm
Last date and time for bid submission/uploading of bid in E-procurement platform	:	4 th July, 2015 upto 5:30 pm
Date and time of opening of Technical bids	:	8 th July, 2015at 11:00 am onwards The bids will be opened on line by the Authorized Officers at the appointed time.
Date and time of opening of Financial bids	:	15 th July, 2015
Place of opening of bids and address for communication	:	Mysuru City Corporation, New Sayyaji Rao Rd, Mysuru, Karnataka 570024

Note:

- 1) In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.
- 2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and password in the manner described under Instructions to Bidders Section II of Bid Documents on or before the stipulated last date & time.

GOVERNMENT OF KARNATAKA
PROCURE, INSTALL AND OPERATE PUBLIC BICYCLE SHARING SYSTEM IN
MYSURU
INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING

1. The Government of Karnataka has received a Grant from International Bank for Reconstruction and Development (hereinafter interchangeably called “the Bank”) acting as an implementing agency of the Global Environment Facility (“GEF”) to assist in financing the cost of Procure, Install and Operate Public Bicycle Sharing System in Mysuru and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to all bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however, be registered with the Government of Karnataka or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**
2. The Mysuru City Corporation invites bids through e-procurement of Government of Karnataka from eligible bidders for the work detailed in the table below:

Package No	Name of the work	Period of Contract	Bid Security (INR)
Single Package	Procure, Install and Operate Public Bicycle Sharing System in Mysuru	6 years	Rs.10 lakhs

The work comprises of Procure, Install and Operate Public Bicycle Sharing System in Mysuru.

3. The bidders can view and download the bid documents published by logging on to the following link:
(https://eproc.karnataka.gov.in/eprocurement/common/eproc_tenders_list). The bidders are required to register in the e-procurement portal of Karnataka and obtain a Digital Signature Certificate (DSC) from one of the authorized certifying authorities as detailed in the e-procurement portal to participate in the bidding process. The bid document is available on e-procurement portal from 22nd May, 2015 at 11:00 am onwards and bids are to be submitted online through the e-procurement portal <https://eproc.karnataka.gov.in> only on or before 4th July, 2015 at 5:30pm. Bids submitted manually/ any other forms will not be accepted.

4. Interested eligible bidders may obtain further information at the Office of the Mysuru City Corporation, Mysuru, Karnataka at the address given below on or after 22nd May, 2015 to 1st June, 2015 upto 5:30 on working days from 10:00 hrs to 17:30 hrs (IST).
5. Bids must be accompanied by bid security of the amount specified for the work in the abovetable (Point-2). Payments towards Bid security shall be made as indicated in the clause 21 of ITB and shall have to be valid for 45 days beyond the validity of the bid.
6. Bids must be uploaded online through e-procurement portal (www.eproc.karnataka.gov.in) before 17:30 hours on 4th July, 2015. No bids can be uploaded beyond the submission date and time indicated. Bids will be opened at 11:00 a.m. (Local time) on 08.07.2015 in the presence of the bidders' representatives who choose to attend at the address below.
7. A pre-bid meeting will be held on 5.06.2015 at 11:00 hrs. at the office of Mysuru City Corporation, New Sayyaji Rao Rd, Mysuru, Karnataka 570024 to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
8. Intending Bidder who wishes to seek information on e-procurement may visit the E-Governance department, Gate-2, Multi Storied building, Ambedkar Veedhi, Bangalore – 560001, on Wednesday and Saturday of every week between 10.30 am to 5.30 pm.
9. Other details can be seen in the bidding documents.

The tender processing fees are in addition to the bid security and have to be paid as indicated in the e-procurement portal.

10. Address of the Client

Mysuru City Corporation represented by Commissioner MCC
New Sayyaji Rao Rd,
Mysuru,
Karnataka 570024
Email: comm_mcc@yahoo.co.in
Ph: 0821-2418807

Seal of office.

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PART 1 – BIDDING PROCEDURES

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SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

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Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

Scope of Bid

- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.

Mysuru City Corporation (hereinafter referred to as “Purchaser”) plans to introduce a bicycle based transportation system citywide to provide a low-cost, environmentally friendly mobility option to city residents as well as to the tourists. Cycles will be available through a network of cycle docking stations. Users can check out cycles at one station and return them to any other station in the network.

The Mysuru Public Bicycle Sharing System will consist of 550 cycles at 52 docking stations and is scheduled to open in February 2016. The initial coverage area will include key destinations like Race Course, Kukkarahalli Lake, Mysuru Palace, Chamundi Hill, Lashkar Mohalla and Bus Stand etc. The system may be expanded in subsequent phases in future. Bicycle docking stations will be physically integrated with city bus services as well as railway services to enhance public convenience and to encourage people to use Public Bicycle Sharing System. The Scope of Bid is mentioned in detailed in Section VI, Technical Specification.

Scope of Bid	Procure and Install all specified components of PBS in selected locations in Mysuru City and the adjoining region, and operate and maintain the same for a period of 5.5 years.
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- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and

- (c) “day” means calendar day.

Source of Funds

- 2.1 The Government of India (hereinafter called “Recipient”) **specified in the BDS** has applied for or received financing (hereinafter called “grants”) from the International Development Association (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Recipient intends to apply a portion of the grants to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Grant Agreement), and will be subject in all respects to the terms and conditions of that Grant Agreement. The Grant Agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Grant Agreement or have any claim to the grant.

Fraud and Corruption

- 3.1 It is the Bank’s policy to require that Recipient (including beneficiaries of Bank grants), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or

¹ *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

² *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

³ *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Grant allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Grant engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Grant, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

A Bidder may be a firm that is a private entity, a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its

affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser or Borrower or Sub-Borrower.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

- Sections of Bidding Documents** 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
 - Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - Section V. Eligible Countries
- PART 2 Supply Requirements**
- Section VI. Schedule of Requirements
- PART 3 Contract**
- Section VII. General Conditions of Contract (GCC)
 - Section VIII. Special Conditions of Contract (SCC)
 - Section IX. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- Clarification of Bidding Documents** 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall notify on line the authority inviting the bid. The authority inviting the bid will respond to any request(s) for clarification, received earlier than ten (10) days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the other bidders without identifying

the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the web page of the website <https://eproc.karnataka.gov.in/> and email communication will be sent to all registered bidders.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be notified as Addendum / Corrigendum in the e-procurement portal which shall be binding in all prospective bidders..
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2 This shall be notified in the e-procurement portal.

C. Preparation of Bids

Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Documents Comprising the Bid

- 11.1 The Bid shall comprise the following the scanned copies of which shall be uploaded in two covers containing the following documents on the e-procurement platform:

11.1.1 Technical Bid

- (a) Technical Bid Submission Form duly completed;
- (b) Bid processing fee and Bid Security deposit details in accordance with ITB Clause 21, in the form as given in Section IV;

- (a)
- (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (c) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (g) Manufacturers authorization form in the prescribed Form as given in Section IV;.
- (h) Any other document **required in theBDS.**

11.1.2 The Commercial Bid

- (a) Financial Bid Submission Form and applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15.

11.2 The following documents shall be submitted by post/courier to the Purchaser for verification and scrutiny within five days after the last date of submission:

- (a) Original Power of Attorney;
- (b) Original Bid security instruments such as Letter of Credit/Bank Guarantee/Demand Draft/ Banker's (cashier's) Cheque;
- (c) Original affidavit vouching for the correctness of the information furnished and documents uploaded;

The Letter of Credit/Bank Guarantee/Demand Draft/Banker's (Cashier's) cheque etc. would be checked for their genuineness, adequacy with respect to amount, validity and acceptability. The bids of only those bidders who have produced the originals as above for verification and review and found acceptable and those who have paid the stipulated bid processing fee and adequate bid security either by cash or acceptable instruments would be opened at the appointed time to be notified on the e-procurement

portal.

- 11.3 In case of discrepancy between the uploaded documents and the originals the original shall prevail.

Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Forms using the forms furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The completed Bid Submission Forms shall be uploaded through e-procurement portal.

Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Financial Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

- 14.2 All lots and items must be listed and priced separately in the Price Schedules.

- 14.3 The price to be quoted in the Financial Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Financial Bid Submission Form.

- 14.5 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.

- 14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods:**

- (i) the price of the Goods quoted EXW (ex works, ex factory,

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ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any VAT, sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) **for the Related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
 - (c) bidders may like to ascertain availability of excise duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, he must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with his bid in form at S. No. 8 of Section VI. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items

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specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- Currencies of Bid** 15.1 The Bidder shall quote in Indian Rupees only.
- Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- Documents Establishing the Conformity of the Goods and Related Services** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial

equivalence or are superior to those specified in the Schedule of Requirements.

**Documents
Establishing the
Qualifications of
the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) (i) that, if **required in theBDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.
 - (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 - (c) Bids from Joint Ventures are also acceptable.

**Period of Validity
of Bids**

- 20.1 Bids shall remain valid for the period **specified in theBDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as by the factor [value of factor stated in BDS] for each week or part of week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful

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bidder. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Processing fee and Bid Security

- 21.1 The Bidder shall furnish as part of its bid, the requisite bid processing fee and a Bid Security, if required, as **specified in the BDS.**
- 21.2 The requisite bid processing fee has to be paid in the method as detailed in Clause 21.3 hereunder or through financial instruments as detailed in Clause 21.5 hereunder.
- 21.3 The Bid Security shall be in the amount specified in the BDS and shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using any of the following payment modes:
- i. Credit Card.
 - ii. Direct Debit.
 - iii. National Electronic Funds Transfer (NEFT).
 - iv. Over the counter (OTC).

The OTC payment facility will be available at the designated AXIS Bank branches for making payments from the dates of notification of IFB.

21.4 The Bid security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency; and shall

21.5 At the bidder's option be in the form of either a certified cheque, demand draft, letter of credit or a bank guarantee from a Nationalized/Scheduled Bank in India.

21.6 be substantially in accordance with one of the forms of Bid security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

21.7 be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are involved

21.8 be submitted in its original form; copies will not be accepted; remain valid for a period of 45 days beyond the validity period of the bids; as extended, if applicable in accordance with ITB Clause 20.2.

21.9 Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at AXIS Bank shall be verified. **If the bidder exercises the**

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option of paying the Bid Security as indicated in ITB Clause 21.3 and if an acceptable Bid Security is not received the system will not open and allow the bidder to submit its bid.

21.10 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.11 The Bid Security may be forfeited:

- (a) if a Bidder
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form, except as provided in ITB Sub-Clause 20.2;
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- (c) Not used

21.12 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid Submission Form, except as provided in ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

Format and Signing of Bid

22.1 The digital signature shall be obtained by the bidder from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The bidder shall upload the bid along with all the requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

Submission, Sealing and Marking of Bids

23.1 The bidders shall upload the bids in two bids (Technical Bids comprising of all required Documents as listed in ITB Clause 11.1.1 and Commercial Bid comprising of all documents as listed in ITB Clause 11.1.2 through e – procurement platform only. No other mode of submission is permitted.

Technical and Commercial Bid Submission Forms and other documents as detailed in Clause ITB Clause 11.1.2 shall be addressed to Purchaser before uploading.

Only the originals of Power of Attorney , the bid security (if it is in the form of Bank Guarantee/DD/CC) and the Original affidavit vouching for the correctness of the information furnished and documents uploaded shall be produced or delivered by post/courier to: The Commissioner,

Mysuru City Corporation, New Sayyaji Rao Rd, Mysuru, Karnataka 570024 . (Address of place of delivery) within 5 days after the last date of submission which shall be verified and retained by the Purchaser.

The bidder is solely responsible to ensure submission of the requisite documents within the stipulated period and the Purchaser will not be responsible for postal/courier delays.

(b) bear the Project Name, Invitation of Bids (IFB) title and number.

23.3 In addition to the identification required in Sub-clause 23.2 above, the bidder shall provide the name and address of the Bidder to make further correspondence.

23.4 Telex, Cable or Facsimile bids will be rejected as non-responsive. Bids submitted by any other means other than through e-procurement portal of GOK shall be rejected.

Deadline for Submission of Bids

24.1 BIDS (Both Technical and Commercial bids) must be uploaded/submitted by the Bidders no later than the time and date specified in the BDS through the e-procurement portal. The e-procurement platform will not accept the bids after the stipulated date and time (as per the time of the e-procurement platform).

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The amendment/notification shall be notified in the e-

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procurement platform.

Late Bids

25.1 Bids cannot be uploaded by the bidder after the deadline for uploading / submission of tenders (as the e –procurement platform time) prescribed by the Purchaser pursuant to ITB Clause 24..

Withdrawal, Substitution, and Modification of Bids

26.1 In the “My bids“ Section of the e – procurement portal, the tenderer can view the status of their bids and decrypt bid (i.e. in cases where the tenderer has chosen to encrypt the tender using his own public key) for modification or withdrawal before the due date & time for uploading.

26.2 Bidders may cancel/modify their bids on line before the deadline for submission of bids. For modification of bids, the bidder need not make any additional payment towards the cost of bidding process. For bid modification and consequential re-submission, the bidder is required to cancel his bid submitted earlier (only the financial bid is cancelled. All the uploaded documents would be there). The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In on line system of bid submission the modification/cancellation is allowed any number of times. The bidders may cancel its bid by clicking on the cancel button in the My Bids Section before the deadline for submission of bids, however if the bid is cancelled and not re-submitted with the stipulated time on the last date of submission of bids, it would deemed withdrawn.

26.3 No bid may be modified/ cancelled on line after the deadline for submission of bids.

26.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 20 above or as extended pursuant to Clause 20 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the bid security pursuant to Clause 21.11.

Bid Opening

27.1 The Purchaser will open / unlock the Technical Bids of all bids uploaded through e-procurement platform in the presence of the bidders representations who chose to attend **at the stipulated place, date and time as given in BDS.**

The Bidders representatives who are present shall produce authorization letter and shall sign a register evidencing their

attendance.

27.2 The Bidders names, the sufficiency or otherwise of the bid security, and alternative offers and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening No bids shall be rejected at the bid opening.

27.3 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder; alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online.

E. Evaluation and Comparison of Bids

Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

Clarification of Bids

- 29.1 No change in the prices or substance of the Bid shall be sought, offered, or permitted,

Responsiveness of Bids

- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding

Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

30.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**Nonconformities,
Errors, and
Omissions**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**Preliminary
Examination of
Bids (First Cover)**

32.1 The Purchaser shall examine the documents contained in Technical Bid to confirm that all documents and technical documentation requested in ITB Clause 11.1.1 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be forfeited.

- (a) Technical Bid Submission Form
- (b) Bid Security in accordance with ITB Clause 21, Where the bidder has bid for more than one line item of equipment and if the Bid Security amount furnished is inadequate for all the items of equipment bid, the Purchaser shall take the bids into account only to the extent the bids are secured. For this purpose, the extent to which, the bids are secured shall be determined by evaluating, the requirement of bid security to be furnished for the items of equipment in the bid in the serial

order of the Schedule of Requirement (Section VI) of the bid document.

- (c) Bid validity in accordance with ITB Clause 20.1. A bid valid for a shorter period than required shall be rejected.
- (d) Authorization from the Manufacturer in the format as given in Section IV, in case the Bidder is not the Manufacturer but is an Agent. .

Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC. without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

33.2 The Purchaser shall evaluate the Technical Bid of each bidder and determine whether the bid (a) is substantially responsive as per ITB clause 30, (b) meets the eligibility criteria defined in ITB Clauses 4 and 5 (b) meets substantially the required technical specifications specified at Section ???; (c) meets the stipulated minimum qualification criteria specified at ??? and is qualified to perform the contract satisfactorily. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification uploaded by the bidder pursuant to ITB Clause 11.1.1 (as well as such other information as the Purchaser deems necessary and appropriate) as also that .the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

After the examination of the terms and conditions and the technical evaluation, the Purchaser will draw out a list of responsive and technically qualified bids, which can perform the contract satisfactorily and upload the list on the e-procurement portal for information of the bidders.

Opening of the Commercial bid of responsive and qualified bidders: The Purchaser will inform all the responsive and

technically qualified bidders through e-procurement portal the date and time of opening of the Commercial bids. After the notified time and date of opening the contents of the commercial bids could be viewed automatically by the respective technically qualified bidders. In this regard no separate intimation shall be made by the Purchaser.

Conversion to Single Currency

34. Not used

Domestic Preference

35. Not used

Evaluation of Bids

36.1 The Purchaser shall evaluate each item separately. No bid will be considered if the complete requirement as given in the Schedule of Requirement (Section VI) is not included in the Bid. The bidders are allowed the option to bid for any one or more items and to offer discounts for more than one item. These discounts will be taken into account in the evaluation of the bid so as to determine the bid or combination of bids offering the lowest offering the lowest evaluated cost for the Purchaser in deciding the award (s) for each item in terms of provisions of Clause 14.8 of ITB.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in theBDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (c) adjustments due to the application of the evaluation criteria **specified in theBDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform

the Contract satisfactorily.

Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Publication of Award

42.3 The Purchaser shall publish in a National website[GOI web site-<http://tenders.gov.in>]the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

Recourse to unsuccessful Bidders

42.4 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

Performance Security

44.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the

GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>The Commissioner, Mysuru City Corporation</i>
ITB 1.1	The name and identification number of the NCB are: DMA/2015-16/IND3642 Procurement, Installation and Operation of Public Bicycle Sharing System, Mysuru
ITB 2.1	The Borrower is Government of Karnataka (GoK)
ITB 2.1	The name of the Project is: Procure, Install and Operate Public Bicycle Sharing System in Mysuru
ITB 4.1	Maximum number of members in the JV shall be: <i>Three (3)</i>
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Commissioner, Mysuru City Corporation Address: Mysuru City Corporation, NewSayyaji Rao Rd, City: Mysuru ZIP Code: 570024 Country: India Telephone: : 0821-2418807 Facsimile number: 0821-2529133 Electronic mail address: comm_mcc@yahoo.co.in
ITB 7.2	Pre-bid meeting: (a) The bidder or his authorized representative is invited to attend a pre-

	<p>bid meeting which will take place at the office of Mysuru City Corporation, NewSayyaji Rao Rd, Mysuru, Karnataka-570024 on 5.06.2015 at 11:00 hours.</p> <p>(b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage.</p> <p>(c) The bidders are requested to submit any questions in writing so as to reach the Purchaser not later than 3 days before the meeting.</p> <p>(d) Minutes of the meeting including issues raised (without identifying the source of query) and the responses given will be uploaded on the e-procurement portal for information of the bidders. No separate communication would be sent.</p> <p>(e) Non-attendance at the pre-bid meeting will not be a cause for disqualification.</p>
	<h3>C. Preparation of Bids</h3>
<p>ITB 11.1</p>	<p>The Bidder shall submit the following additional documents in the Technical Bid of its bid:</p> <ol style="list-style-type: none"> 1. Certification of incorporation of the bidder and manufacturer 2. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection. 3. Technical schedules of goods as required by technical specifications. 4. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts 5. a detailed description of the Goods essential technical and performance characteristics: 6. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. 7. For purposes of the commentary to be furnished pursuant to Paragraph 6 above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications 8. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the

	<p>time of shipment</p> <p>9. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Proforma in Section IV.</p> <p>10. The following details shall also be provided by Indian Bidders:</p> <ol style="list-style-type: none"> a. Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company. b. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed, c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate <p>- The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under Value Added Tax or sale of goods (as may be applicable) etc.</p> <p>11. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.</p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The Incoterms edition is Incoterm 2010.
ITB 14.6 (a) (iii)	"Final destination (Project Site)": Vide Annexure –I in Schedule of Requirement in Section VI.
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5.5years
ITB 19.1 (a)	Manufacturer's authorization is: <i>required as per proforma in Section IV.</i>
ITB 20.1	The bid validity period shall be 120 days after the bid submission deadline.
ITB 20.3	<i>Not Applicable</i>
ITB 21.1	Bid Security is required.

ITB 21.2	The amount of the Bid Security shall be: Rs. 10,00,000/- <i>(Rs.1 lakh through e-payment, Rs.9 lakhs through Bank Guarantee from any nationalized bank/scheduled bank valid for a period as indicated in GCC clause 21.8, which needs to be uploaded along with the technical documents and submit the original copy of the bank guarantee before the opening of the technical bids.)</i>
D. Submission and Opening of Bids	
ITB 27.1	The bid opening shall take place at: Address: : <i>Mysuru City Corporation, NewSayyaji Rao Rd</i> City: <i>Mysuru</i> ZIP Code: <i>570024</i> Country: <i>India</i> Date: <i>8.07.2015.</i> Time: <i>11:00 hours</i>

E. Evaluation and Comparison of Bids	
ITB 36.3(a)	<p>Evaluation will be done for <i>Procurement, Installation and Operation of Public Bicycle Sharing System in Mysuru as one lot.</i></p> <p><i>Note:</i></p> <p><i>Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot as stated in ITB clause 14.8 failing which such bids will be treated as non-responsive.</i></p>
ITB 36.3(c)	The evaluation will take into account the cost of capital expenditure and operation and maintenance expenditure over a period of 5.5 years.
ITB 36.6	Not applicable
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 36.3 {d})
2. Multiple Contracts (ITB 36.6)
3. Qualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 36.3 (d))

The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 30.

Methodology for Evaluation of Technical Bids

The technical bid evaluation criteria are as stated in the table below. The bids will be technically evaluated on the basis of organizational strength, Technical experience and key personnels' proposed for PBS operations. Each criteria will be marked as pass or fail against the proof submitted by the bidder. In order to qualify technically, the bidder must satisfy both the criteria under organizational strength (2 in nos); any one criteria under the technical experience in core sector/ similar experience in public parking management / similar experience in taxi rental using ITS technology and the key personnels' qualification is a desirable requirement.

No.	Parameter	Components	Proof	Pass/ Fail
Organization Strength				
1.		Average annual turnover of more than Rs. 3 crores in last 3 financial years.	Attach audited last 3 financial years financial statement, certified by Chattered Accountant.	
2.	Organization Strength	Credit worthiness statement of more than Rs.6 Crores from a Nationalized Bank.	Relevant Bank certificates to be attached.	
Technical Experience				
3.	Prior Experience	<p>Operation Experience in Core Sector:</p> <p>Operations of cycle sharing systems with a combined fleet of 500 cycles, each of which has been operational for a consecutive period of two years anytime during the past four years, through an explicit contract/concession.</p> <p>OR</p>	Necessary documentation (like Work Order/ Work Completion certificate/ evaluation report/ license/ photo documentation/ satisfactory work certification etc.) needs to be attached as proof.	

		<p>Similar Experience in Public Parking Management using ITS:-</p> <p>Execution or Operation & Maintenance of two Public Parking management system with a parking size of 250 4-wheelers and 500 2-wheelers at a time or 500 ECS, each of which has been operational for at least two years.</p> <p>Public Parking Management would include operation & management of parking system, installation of parking meters, PMS, enforcement of parking and associated civil works required for marking of parking bays etc.</p> <p>OR</p>	<p>Necessary documentation (like Work Order/ Work Completion certificate/ evaluation report/ license/ photo documentation/ satisfactory work certification etc.) needs to be attached as proof.</p>	
		<p>Similar Experience in Taxi Rental/ Sharing using ITS:-</p> <p>Operations of Taxi Rental/ sharing systems with a combined fleet of 500 taxies with technological interventions like GPS, Vehicle tracking System, online payment mechanism, monitoring and centralized control centre operation and 24x7 Call Centre service etc.</p> <p>The system should be operational for two years as on date.</p>	<p>Necessary documentation (like Work Order/ Work Completion certificate/ evaluation report/ license/ photo documentation/ satisfactory work certification etc.) needs to be attached as proof.</p>	

Desirable Requirement:

The bidder will be requested to attach the CV of the key personnel as mentioned below. Please note that the minimum qualification requirements are mentioned in Section VI, Technical Specification, Page no 73. In addition to the above the Purchaser must be satisfied about the quality of personnel offered and they must be acceptable to the Purchaser.

Key Personnel proposed for PBS Operations		
Parameter	Components	Proof
Key Personnel's qualification	Personnel's CV to be attached - a) Centre Manager b) IT manager c) System Engineer	Detailed CV to be attached.

Methodology for Evaluation of Financial Bids

- a) Bidders, who satisfy the requirement as stated in Table 1-1 in the technical bid evaluation, will be considered for the Financial Bid Evaluation process.
- b) Bidders, who fail to satisfy the requirements as stated in Table-1-1 in the technical bid evaluation, will not be considered for the Financial Bid Evaluation process.
- c) In the financial bid evaluation, the bidder who quotes the least amount will be selected as the Service Provider/ Supplier.

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

Purchaser reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of Purchaser in this regard, shall be final and binding.

Bidding Process:

The bidding process consists of the following milestones-

SI No.	Milestone
1.	Notice inviting tender
2.	Pre-Bid Meeting
3.	Clarification of Queries and Final RFP with Addendums
4.	Last date for receipt of Bids
5.	Date of Opening of Technical Bids
6.	Announcement of Technically qualified Bidders
7.	Date of Opening of Financial Bids
8.	Announcement of selected bidder
9.	Finalisation of the Contract
10.	Signing of Contract with the selected bidder

2. Multiple Contracts (ITB 36.6)

Not applicable

SECTION IV – BIDDING FORMS

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BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.

Note: To be completed and submitted /uploaded as a part of the Technical bid.

TECHNICAL BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to submit a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (e) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.6.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Technical Bid Submission Form]*

Name: *[insert complete name of person signing the Technical Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: To be completed and submitted /uploaded as a part of Technical Bid

FINANCIAL BID SUBMISSION FORM

(To be submitted in Commercial Bid)

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(h)

(a) The total price of our Bid, excluding any discounts offered in item (b) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(i) (b)The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

c) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (g) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Financial Bid Submission Form]*

Name: *[insert complete name of person signing the Financial Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: To be completed and submitted /uploaded as a part of Commercial Bid

BIDDER'S JV MEMBERS INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <div style="text-align: right;"> Signature of the Authorized Person </div> <div style="text-align: left; margin-top: 20px;"> </div>

Price Schedule Forms

(To be submitted in Commercial Bid)

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Sl. no	Name of the cost component	Units in No.	Unit cost (in Rs.)	Applicable Tax (inRs.)	Total amount (inclusive of all taxes) (in Rs.)
Capital Cost (Table-1)					
1.	Cycle	530			
2.	Cycle geared	20			
3.	Installation of Major Docking Station	12			
4.	Installation of Minor Docking Station	40			
5.	Cameras	52			
6.	Shifting vehicle	6			
7.	Control Center with Call Centre	1			
8.	Maintenance Center	1			
9.	Website + Mobile Phone App	1			
10.	Software	1			
11.	Smart Card for Payment	1			
12.	Registration Centre	6			
13.	Other Cost, if any				
Total					

Sr No.	Capital Cost Break-up (Table2)	Amount in Rs.
A.	80% of the capital cost will be paid during 1 st year based on specific milestones.	
B.	20% of the Capital Cost will be paid as an yearly annuity basis over a period of next 5 years beginning from the 2 nd year.	
Total Capital Cost (A+B)		

Sl. No.	Name of the cost component	Month wise cost of Operation and Maintenance (in Rs.)						
		1 st Year (1 st 6 months)	1 st year (6 months after installation)	2 nd Year	3 rd Year	4 th Year	5 th year	6 th Year
Operational and Maintenance Cost (Table-3)								
1.	Marketing Cost	NA* - Procurement and Installation Phase						
2.	Operation and Maintenance Cost including a. maintenance cost of cycles b. maintenance cost of docking station c. maintenance cost of Control Centre & Maintenance Centre d. Operating Cost of Shifting Vehicle.							
3.	Manpower Cost							
4.	Miscellaneous expenses							
5.	Operator's Margin							
6.	Other Cost, if any							
Total								

*NA-Not Applicable

BID SECURITY FORM

From: (Bidder)

.....
.....
.....

To:

Commissioner,
Mysuru City Corporation, Next to Banumaiah College, Sayyaji Rao Rd,
Agrahara, Chamrajpura, Mysuru,
Karnataka 570024

Sir,

1. We have deposited Bid security of Rs..... (Rupees
..... only)
- (a) Through debit to our credit card No..... issued by valid up to.....;
 - (b) Direct debit to our current/savings Account No. in Bank Branch on.....;
 - (c) Over the counter payment to central pooling account of Government of Karnataka, the details of which are as follows:
 - (i) Axis Bank (Name of the branch)
 - (ii) Method of remittance and its details

OR

- (d) We have deposited Bid Security for an amount of Rs..... in the form of a certified cheque, demand draft, letter of credit or a bank guarantee from a Nationalized/Scheduled Bank in India the details of which are as follows:
 - (i) BG/CC/DD Number and date:
 - (ii) Name & Branch of issuing Bank

We agree that the Bid Security deposited by us as detailed above, may be forfeited by the Purchaser in accordance to ITB Clause 21.11

Signature and Name of Bidder

Date:

Note: To be completed and submitted / uploaded as a part Technical Bid

BID SECURITY (BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *Mysuru City Corporation, Next to Banumaiah College, Sayyaji Rao Rd, Agrahara, Chamrajpura, Mysuru, Karnataka 570024*

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[IFB number]* ("the IFB"). Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures],[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, if required in accordance with the ITB,.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder ; or (ii) twenty-eight days after the expiration of the Bid validity period.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s) of authorized bank's representative(s)]

Note: To be completed and uploaded as part of the Technical Bid

MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer shall include it in its bid.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: To be completed and submitted / uploaded as a part of Technical Bid.

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:⁶

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

Note: This is for information of the Bidder only. Not to be uploaded.

⁶ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

PART 2 - SUPPLY REQUIREMENTS

SECTION VI – SCHEDULE OF REQUIREMENTS

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1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item No.	Description of Goods	Quantity	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
				Delivery period	Bid Security in Indian Rupees
1.	<i>Cycle without gears</i>	<i>530</i>	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.	Rs. 10,00,000/- (Rs.1 lakh through e-payment, Rs.9 lakhs through Bank Guarantee, which needs to be uploaded along with the technical documents and the original copy of the bank guarantee before the opening of the technical bids.)
2.	<i>Cycle with gears</i>	<i>20</i>	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.	
3.	<i>Cameras</i>	<i>52</i>	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.	
4.	<i>Shifting Vehicle</i>	<i>6</i>	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.	
5.	<i>Others, if any</i>	<i>-</i>	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.	

Note: This form is for the information of the bidder and is not to be Submitted / uploaded as a part of the bid.

2. List of Related Services [ITB Clause 14.6(b)] and Completion Schedule

[To be furnished separately for each item]

Service	Description of Service	Description of Item	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	<i>Installation of Major Docking Station</i>	As specified in Technical Specification	12	<i>Mysuru and adjoining region.</i>	Within 180 days after signing of the contract.
2.	<i>Installation of Minor Docking Station</i>	As specified in Technical Specification	40	<i>Mysuru and adjoining region.</i>	
3.	<i>Control Center</i>	As specified in Technical Specification	1	<i>Mysuru and adjoining region.</i>	
4.	<i>Registration Centre</i>	As specified in Technical Specification	6	<i>Mysuru and adjoining region.</i>	
5.	<i>Maintenance Center</i>	As specified in Technical Specification	1	<i>Mysuru and adjoining region.</i>	
6.	<i>Website + Mobile Phone App</i>	As specified in Technical Specification	1	<i>Mysuru and adjoining region.</i>	
7.	<i>Software</i>	As specified in Technical Specification	1	<i>Mysuru and adjoining region.</i>	
8.	<i>Smart Card for Payment</i>	As specified in Technical Specification	1	<i>Mysuru and adjoining region.</i>	
9.	<i>Other if, any</i>	As specified in Technical Specification	-	<i>Mysuru and adjoining region.</i>	

Note: This form is for the information of the bidder and is not to be Submitted / uploaded as a part of the bid.

Table-1

Procurement, Installation and Operation of Public Bicycle Sharing System is a combination of various tasks. These various tasks are already being identified by the Purchaser. The Supplier will be expected to meet the following timeline:

Sr No.	Task	Task to be completed before the end of the indicated month, measured from the date of issue of work order (T), month
1.	Submit station siting plan in detail for review.	T+1
2.	Submit Marketing Plan and Branding Strategy Plan for review.	T+1
3.	Demonstrate initial prototype of modular stations and cycles.	T+1
4.	Approval of Final Station siting plan	T+2
5.	Demonstration of preliminary Website layout and design for PBS Mysuru.	T+2
6.	Demonstration of software and hardware prototype including payment processing through various means like Smart Card/ Debit/ Credit Card	T+2
7.	Approval of final prototype of stations and cycles.	T+2
8.	Approval of Final Marketing Plan	T+2
9.	Submit details for a control centre for back office operation	T+2
10.	Submit details for maintenance centre/ Workshops	T+2
11.	Submit redistribution plans for review.	T+2
12.	Approval of website design for Mysuru PBS	T+3
13.	Approval of Control Centre for Back office operation	T+3
14.	Approval of maintenance centre/ Workshops	T+3
15.	Approval of redistribution plans	T+3
16.	Approval of software and hardware for processing the customer payment	T+3

17.	Identification of 6 locations for registration and cash payment	T+3
18.	Submission of Human Resource (HR) Plan for review	T+3
19.	Installation of Maintenance Centre and control centre as per the approval given	T+4
20.	Marketing activities should be initiated as per the approved marketing plan	T+4
21.	Approval of 6 locations for registration and cash payment	T+4
22.	Approval of Human Resource (HR) Plan	T+4
23.	Installation of 52 docking station with 672 port, 550 cycles and 52 cameras.	T+5
24.	Procurement of Shifting Vehicles	T+5
25.	Install software and hardware for customer payment processing	T+5
26.	Website information and payment processing system is operational.	T+5
27.	Installation of Registration Centre as per the approval given	T+5
28.	Recruitment of staff, customer service procedures, In-house capacity building work as per the approved HR Plan	T+5
29.	Trial run and testing of all system begins (72 docks and 38 cycles)	T+5
30.	Debug problem encountered during testing, if any	T+6
31.	Public Bicycle System operational for public use	T+6

Table-2

3. TECHNICAL SPECIFICATION

The different elements for Public Bicycle Sharing Schemes are as follows-

Cycle

The Supplier is responsible to procure 550 cycles (530 normal and 20 geared) for Mysuru Public Bicycle Sharing System. The cycles procured for bike sharing, should have straight handlebar with basket, chain cover with safe pedals, aerodynamic rims, unisex frame, adjustable seat, wide tubeless tires, front and rear lights, mud guards and chain guards with inbuilt bicycle lock. The detailed cycle specifications for Mysuru Public Bicycle Sharing System are attached in Section VII, Technical Specification-3.12 (Page No- 81).

Docking Stations:

The Supplier will be responsible for surveying the site and developing detailed installation drawings. The proposed docking stations will be designed for major ports and minor ports in two different sizes i.e. 50'X6' (15mx1.8m) for major ports (12 locations has been identified out of 52 as major ports) and 35'X6' (10m x1.8m) for minor ports (40 locations have been identified out of 52 as minor ports). The docking stations have to be modular in structure so that it can be installed easily on ground. These stations do not require excavation and trenching, which reduces implementation time and cost. The Supplier has to make an electricity connection to the docking stations and the electricity charges will be borne by the Purchaser only. Further details of docking stations are addressed in the Section VII, Technical Specification-3.13(Page No- 83).

The Supplier will present prototype of Cycles and a Station for the Public Bicycle Sharing System to the Purchaser for inspection. If the Purchaser find any discrepancy between the prototype and the technical specifications, then the Supplier will have 30 days to propose a solution. The final designs will be subject to approval from Purchaser only. After receiving approval on the final design, the Supplier may proceed to procure the rest of the Cycles and Stations.

Control Centre:

The Supplier should provide for a Central control system which can on a real time basis monitor the operations of the system (all its components). The central control system provides the backbone of the PBS system. The Control Centre will constitute Purchaser's single point of contact to enable Purchaser to coordinate with the Supplier in the course of the day-to-day operation and management of the Public Bicycle Sharing System. The Supplier 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 Supplier control centre and the Purchaser. The equipment in the control centre should have LCD Panels, High End Computers, Internet Modem, Computer Administrator, Communication System, printers, routers, software's and other items such as tables, chairs and data racks. The salient features of the Control Centre are stated in the Section VII, Technical Specification-3.15(Page No- 86).

Shifting Vehicle

The Supplier shall ensure that the cycles are redistributed on a regular basis between stations to ensure that no station is either empty (without any cycles) or full (with no free dock available) for an extended period of time. The Supplier should:

- Provide adequate number of vehicles which are used only for the purpose of redistribution of cycles across stations. Further details are attached in Section VII, Technical Specification 3.14(Page No- 85).

Maintenance Centre

The Supplier shall, at their own expense, source space in the Coverage Area for Depots & Workshops. This space should provide space for spare cycles, stations, parts, and other equipment and parking space for redistribution vehicles. Further details of maintenance centre are addressed in the Section VII, Technical Specification-3.16(Page No- 89).

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

Such location should be accessible and appropriately equipped to manage the Cycle Sharing System. The locations will need to be approved by the Purchaser.

3.1 TERMS OF CONTRACT

Applicants need to provide integrated solutions for the Mysuru Public Bicycle 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 Section VII, Technical Specification

The Supplier shall:

a) *Hardware and software:*

- (i) Procure Cycles and docking stations as per the authorised fleet size set by Purchaser, each of which shall comply with the technical standards specified in Annexure 1.
- (ii) Procure and maintain Standby Cycles as mentioned in the Annexure 1.
- (iii) Procure software to aid in monitoring, planning, and the redistribution of cycles.
- (iv) Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Supplier Agreement between MCC and the Supplier. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- (v) Procure software and hardware for the processing of customer payments via cash, credit card, net banking, mobile-based banking systems, and other media including Smart card technology.
- (vi) Operate only such equipment that meets the technical criteria in Annexure 1 at all times during the Contract Period.

b) *Operations:*

- (i) The Supplier will develop and modify, from time to time, a detailed operating plan (“Operating Plan”) for the Public Bicycle 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 Supplier will incorporate suggestions on the Operating Plan from the Purchaser and will operate the Public Bicycle Sharing System in accordance with the Operating Plan.
- (ii) Establish a payment system to receive customer payments for memberships with varying time frames, ranging from single day subscription to bulk passes for continuous use over a week/ month/ year.
- (iii) Establish the required facilities, equipment, and shifting vehicles for the operations of the Public Bicycle Sharing System.
- (iv) Enlist trained professionals to operate the Public Bicycle Sharing System. The Supplier will prepare a Human Resources Plan specifying how Public Bicycle

Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by Purchaser.

- (v) Bear all expenses towards Operation of the Public Bicycle Sharing System through the entire period and not claim any additional expenses. The Operation and Maintenance Cost will be reimbursed to the Supplier on a quarterly basis based upon the quoted Operation and Maintenance Cost for that particular time span.
- (vi) Establish and maintain a Control Centre that will monitor operations of the Public Bicycle Sharing System. The Control Centre will constitute Purchaser's single point of contact to enable Purchaser to coordinate with the Supplier in the course of the day-to-day operation and management of the Public Bicycle Sharing System by Purchaser. The Supplier 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 Supplier control centre and Purchaser.
- (vii) Provide access to an IT-enabled monitoring system with which Purchaser may monitor the Public Bicycle Sharing System. The Supplier will provide real-time information access and periodic summary reports in an electronic format specified by Purchaser 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, and destination, start time, end time, and cycle ID.

(viii) The Supplier is not having any right to sell advertisement space on the Cycles, Stations, and other facilities. All the advertisement rights are rest with the Purchaser. The Supplier shall be obliged to carry advertisements on the cycles and stations as determined by the Purchaser. The Supplier may not carry out any other commercial activities on or near Public Bicycle Sharing System facilities.

c) Customer Service

- (i) Establish customer service platforms for the Public Bicycle Sharing System, including a call centre, website, smart phone applications and registration centres. The registration centre needs to be set up at 6 major location to provide customer service, disseminate information, assist with registrations, and address grievances.
- (ii) Carry out marketing activities to promote use of the Public Bicycle Sharing System.
- (iii) Provide real-time data on available cycles and stations at each Station to MCC and to third parties in a format specified by MCC.

d) Legal

- (i) Bear all applicable National, State and local taxes on purchase of equipment.
- (ii) 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.
- (iii) The Supplier shall transfer all the assets to the Purchaser in good working condition after the completion of the contract period.

3.2 CONTRACT PERIOD

This Contract is being granted for the installation and operation of the Mysuru Public Bicycle Sharing System for a Contract Period of 6 (six) years including the time required for mobilization and system installation not exceeding six month from the date of awarding the contract.

3.3 REGISTRATION OF USERS

Registration is a necessary pre-condition to gain access to the system. All users who make cash transactions are required to register with the system using a valid photo ID card before gaining access to use the system.

The Service Provider should provide for at least 6 centers in the city where registration is undertaken of potential users. These centers are aimed to register users who will make transactions using cash. The centers should also be equipped for accepting security deposit and subscription fees and also be able to top up smart cards. The Supplier can tie-up with 3rd party franchisees who have network of branches city wide to provide registration services.

Subscription Users/ members making card transactions need not register at the center again, they may use credit/ debit cards at major docking stations or at any retail outlet partner of the system to buy a smart card and or top up of smart cards.

These registration centers should be located at popular locations in the city, making it convenient for users to access. The location of these 6 centers will be decided by the Purchaser. The supplier has to make all the arrangements to do registration work from those located centers. All the associated cost subject to the registration work such as but not limited to computers, internet connection, hardware and other necessary computer peripherals will be borne by the supplier.

3.4 PASSENGER FARE DETERMINATION AND COLLECTION

Purchaser will determine the membership fees and usage fees that will be charged from the users of the Public Bicycle Sharing System. No additional fees may be collected by the Supplier or the staff. Tipping or any exchange of money for preferential service will be discouraged by the Supplier and staff caught doing this will be disciplined accordingly. The proposed fare collection system will involve:

- a) Docking Stations which can handle card transactions and
- b) A mechanism to handle cash transactions. Eg. A chain of existing retail outlets who will act as partners in handling cash transactions. The retail outlets can be selected based on their proximity to the PBS stations or important points in the city. The retail outlets will be equipped to handle card transactions as well.
- c) Registration centres, which can in addition to handling of registration as described above, can also handle card and cash transactions for fare collection.

There are four main components to the fare and payment structure:

- a) Security Deposit
- b) User Fee
- c) Monthly/ Quarterly/ Yearly pass
- d) Processing Fee

a) Security Deposit:

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

The Security Deposit should be linked to the insurance amount of cycles and should not exceed an amount of Rs.250 (5% of the cycle cost). Ideally the security deposit charged from each user should be the insurance amount/cycle. This will be charged for both subscription user/members as well as casual users for the length of their use/membership, at the end of which it would be returned, in case there has been no case of missing cycles attributed to the person's account.

b) User Fees:

The fees users pay based on the amount of time cycles were borrowed, each time, before it is returned to the system

Time span	Member user fees in R.s	Casual user fees in R.s
0-30 mins	0	5
30 mins-1hour	5	10
1 hour- 2 hours	15	20
2 hours- 3 hours	35	40
3 hours - 4 hours	65	70
4 hours- 6 hours	95	100
6 hours- 8 hours	120	125
8 hours- 12 hours	145	150
Greater than 12 hours	245	250

c) Monthly/ Quarterly/ Yearly Pass:

Users may if they prefer subscribe to the system to become a member. Not all users who are registered with the system are required to become members. Members are granted the benefit of unlimited number of cycle hires for a trip length half an hour or lesser during the time of their membership.

The type of passes offered in the system are-

Subscription Type	User fees (inRs.)	Security Deposit (inRs.)	Smart Card (inRs.)	Total (inRs.)
One year pass	1000	250	100	1350
Three Month Pass	400	250	100	750
One Month Pass	200	250	100	550

d) Processing Fees:

An amount of Rs.10 is charged as processing fee for issuing a card to the casual users.

An amount of Rs.100 will be charged to the members while issuing the smart card services to the subscription users/ members. This amount will be charged only once during the first time of registration.

The subscription card for members and Casual user card for casual users can be differentiated by using two different colours.

The different chargeable fees as per the different user group are summarized below-

	Security Deposit	Passes	User Fees	Processing Fees
Member/ Subscription User	√	√	√	√ (one time)
Non-Member/ Casual User	√		√	√

The subscription user/ members will be eligible to top-up their smart card against the monthly/ quarterly/ yearly passes. The respective user charges will get deducted from the top up balance. The member has to maintain a minimum balance of Rs.5 to make a ride, without which the system will flag the user and prevent him/ her for further use of cycle until recharge is carried out. If a member makes a ride costing more than the amount he/ she had in his/her account, then the remaining amount will be deducted from the security deposit and the respective member will not

be able to make a ride until unless he/ she pay the balance amount of security deposit (Rs.250-extra usage charges).

The casual user has to register in any of the 5 locations via paying Rs.300 as minimum initial purchase of price card. A casual user card will be issued immediately against his registration. The casual user can make a cumulative usage up to 4 hours in a week by using this card. The user has to maintain a minimum balance of Rs.5 to make a ride, without which the system will flag the user and prevent him/ her from using a cycle until recharge is carried out. An amount of Rs.10 will be charged as processing fees along with the usage fees. The casual user will get their security deposit back from any of the registration centre after returning the cycle and smart card.

User Type	Security Deposit (inRs.)	Processing Fees (inRs.)	User Fees (inRs.)	Total (inRs.)
Casual User	250	10	40	300

If a casual user makes a ride costing more than the amount he/ she has in his/her account, then the remaining amount will be deducted from the security deposit and the respective casual user will get the balance amount (Rs.250- extra usage charges) as refundable security deposit.

The casual user can top up their weekly card in denominations of Rs.10 as per their usage requirement. The top-up amount will determine the minimum allowable usage till the weekly card expires.

3.5 FARE TRANSFER TO THE PURCHASER

All user payments to the Public Bicycle Sharing System shall be credited in full to an escrow account established by Purchaser. The Supplier shall not retain user fee revenue nor shall it have any right in relation to the fees collected. Supplier shall at no point of time, directly or indirectly, partake any portion of the user fees.

The amount that is collected via cash as subscription fees and users fees need to be credited by the Supplier in full to an escrow account established by Purchaser. The transfer will need to be done by 12P.M on the following day.

Transaction history of the Smart cards will serve as a cross check for Purchaser on the amount due to it on account of user and subscription fees.

3.6 MARKETING AND BRANDING PLAN

The Supplier has to submit a detailed year wise marketing plan indicating the list of activities and the estimated cost duly approved by the Purchaser. The Supplier will be responsible for carrying out the approved marketing activities over a period of 5 years to promote Mysuru Public Bicycle Sharing System. Apart from marketing activities the Supplier will also be responsible for brand strategy development and implementation. The Supplier has to make a logo and suggest a suitable name for Mysuru Public Bicycle Sharing System. The logo and name are subject to approval by the Purchaser.

During the first 6 months since the Commencement Date, the Service Provider will set up temporary manned sales kiosks at the 12 major docking stations. The kiosks will provide print material on 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 of Mysuru PBS, the Supplier will carry out marketing activities to promote the system as per the approved marketing plan. The detailed marketing activities are addressed in the Section VII, Technical Specification-3.18(Page No- 31).

3.7 HUMAN RESOURCE PLAN

The Supplier will prepare a Human Resources Plan specifying how Public Bicycle Sharing System personnel will be recruited, trained, and paid.

The Bicycle Sharing System will be in operation daily for 16 hours (6:00 A.M- 10:00 P.M.). The Supplier has to meet the minimum staff requirement throughout the operational and maintenance period. A draft staff requirement plan is given below-

Designation	Persons/ Shift	Shifts	Total Manpower	Qualification
Centre Manager	1	1	1	Graduation with good communication skills in English and Kannada; Experience of managing a team of 10-15 person for at least 10 years; Basic IT knowledge
IT Manager	1	1	1	BE in Electronics or equivalent qualification with minimum 5 years of experience in related field.
Accounts Manager	1	1	1	Bachelor Degree in Commerce or equivalent with minimum experience of 3 years in related field.
Web Designer	1	1	1	Bachelor's Degree in science or equivalent; website development skills with multimedia context including management of Social Media.
System Engineer	1	1	1	Any graduate with diploma in Network Administration; minimum 2 years of experience as System Administrator; Server Management with experience in handling minimum 20-30 nodes.
Operators	2	2	4	Graduation in any stream / diploma with good communication skills in English and Kannada; minimum IT skills.
Call center Attendees	1	1	1	Fluent in English in Kannada; minimum IT skills; 18+ years old.
Shifting Vehicle Driver	6	1	6	Valid driving license.
Shifting Vehicle Helper	6	1	6	18+ years old; any qualification

Maintenance Staff	6	1	6	18+ years old; any qualification
Registration Centre Staff	6	1	6	Graduation in any field; Fluent in English in Kannada.
Security staff in Control Centre.	1	2	2	18+ years old; any qualification.
Other, if any				

In addition to the above mentioned staff requirement, Supplier can suggest any additional staff requirement in the Draft HR Plan. The Draft HR Plan is subject to approval by the Purchaser.

3.8 ADVERTISING AND ADVERTISEMENT SPACE

The Supplier will make available designated branding/advertising spaces on the cycles and stations available to Purchaser as per the Technical Specifications. The Supplier has to make a provision to put the advertisement on the following places:

- Docking Stations
(PBS info as well as advertisement)
- Front Basket
(advertisement)



- Cycle Mudguard/ Chain Cover
(advertisement)



- Front Rim on bicycle
(PBS brand name)



The Supplier will install and remove advertisements from the Cycles and Stations as directed by Purchaser. All rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Purchaser.

3.9 TRAINING AND TESTING PERIOD

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

- a) Staff required for operations and maintenance of the entire Public Bicycle Sharing System.
- b) At least 6 Stations (with at least 72 Docks and 38 Cycles), the Control Centre, and a Depot for the purpose of training and testing of operations.

Purchaser and Supplier shall use this period to understand the intricacies of operations and fine tune the Public Bicycle Sharing System.

3.10 DATA REPORTING

During the entire operation Period, the Supplier shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be access by the Purchaser or its representative. The Purchaser may request the Supplier for any additional

information other than the real-time data if need be. The real-time data shall be in such a format that the Purchaser shall be able to evaluate the performance of the Supplier against the Service Levels set forth in this agreement.

During the Operation Period, the Supplier shall no later than 7 (seven) days after the close of each month, furnish to the Purchaser a monthly report stating in reasonable detail the condition of the project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

The Supplier is also required to provide a quarterly report on system operations with recommendations which will help in system planning and expansion.

Purchaser will have complete ownership on the data.

3.11 INCENTIVES AND PENALTY STRUCTURE

If the Supplier is able to achieve a service level standard which is above the acceptable service level for any specified performance indicator, this shall result in the Supplier accumulating service reward points for that indicator. The Supplier will be eligible for incentives based on the service reward points accumulated. The details are explained in table no. 1.

Failure to meet the acceptable service level for any specified performance indicator shall result in the service provider accumulating service failure points or penalty points for that Indicator. The number of penalty points accumulated shall depend on the extent to which the Supplier has failed to meet the acceptable service level. The penalty amount will be deducted from the quoted O&M cost. The details are explained in table no.1.

Sr No.	Indicator	Data Source	Acceptance Level	Incentive	Penalties
Customer Service Indicator					
1.	No. of valid customer complaints (received via website)	Online database tracker for complaints	10 per month	(5-10)= 5 points < 5= 10 points	>10 but <15= -5 points >15= -10 points
2.	Percent of time website is online / working per month	Real Time IT feed	95%	(95-98)% = 5 points >98% = 10 points	< 95 but >90= -5 points ≤90 = -10 points
Maintenance Indicator					
3.	Minimum percentage of total cycle fleet available at 6a.m	Real Time IT feed	95%	(95-98)%= 5 points >98 %= 10 points	< 95 but >90= -5 points ≤90 = -10 points
4.	Stations are neither full nor empty for a period of longer than two hours	Real Time IT feed	95%	(95-98)%= 5 points >98 %= 10 points	< 95 but >90= -5 points ≤90 = -10 points
5.	Bicycle station is cleaned once	Inspection by Purchaser (spot surveys)	every three days	Every 2 days = 5 points Everyday= 10 points	Every 4 days= -5 points Greater than 5 days = -10 points
6.	Percentage of cycle repaired within 4 hours of being flagged for repair by a customer	Real Time IT feed	95%	(95-98)%= 5 points >98 %= 10 points	< 95 but >90= -5 points ≤90 = -10 points

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IT system indicator					
7.	Smart card performance at the dock (taking out a cycle from docking station)	Real Time IT feed	99% of the transaction executed in less than one second	>99%= 10 points	<99%= -10 points
8.	Smart Card performance at kiosks.	Real Time IT feed	99% transaction executed in less than 4 seconds.	>99%= 10 points	<99%= -10 points
9.	Payment processing (for recharge when debit/ credit card is used)	Real Time IT feed	99% of the transaction processed on the same day	>99%= 10 points	<99%= -10 points
10.	Transaction failure at Kiosks (debit/ credit card get charged but money not put on smart card)	Real Time IT feed	Maximum 1% transaction failure is acceptable	<1%= 10 points	>1%= -10 points
Redistribution Indicators					
11.	Percentage of time that major docking station are empty during peak hour (8a.m-11a.m & 4p.m-7p.m)	Real Time IT feed	5%	(3-5)%= 5 points < 3 % = 10 points	> 5 but < 8 = -5 points ≥8 = -10 points

12.	Percentage of time that major docking station are empty during off-peak hour	Real Time IT feed	3%	(2-3)% = 5 points < 2% = 10 points	> 3 but < 5 = -5 points ≥5 = - 10 points
13.	Percentage of time that minor docking station are empty during peak hour (8a.m-11a.m and 4p.m-7p.m)	Real Time IT feed	20%	(10-20)%= 5 points < 10 % = 10 points	> 20 but < 25 = -5 points ≥25 = - 10 points
14.	Percentage of time minor docking stations are empty during off peak hours	Real Time IT feed	8%	(5-8)%= 5 points < 5% = 10 points	> 8 but < 10 = -5 points ≥10 = - 10 points
Cycle Usage					
15.	Average cycle use per cycle /day ⁷	Real Time IT feed	3 trips a day in the 1 st and 2 nd years of operation.	≥ 3trips = 10 points	< 3 trips = -10 points
			4 trips a day from 3 rd year of operation.	≥ 4trips = 10 points	< 4 trips = -10 points

⁷ The score of indicators will be calculated in whole number only. Indicator scores having the decimal value greater than 0.5 will be rounded off to the next higher whole number whereas indicator scores having the decimal value lesser than 0.5 will be rounded off to the lower whole number.

The incentives/ penalties will be applicable as per following scenarios-







Conditions/Scenario	Incentives	Penalty
If, the Supplier scores 141-150 out of 150	30% of the average rental revenue received in that particular quarter.	NA
If, the Supplier scores 131-140 out of 150	20% of the average rental revenue received in that particular quarter.	NA
If, the Supplier scores 121-130 out of 150	10% of the average rental revenue received in that particular quarter.	NA
If, the Supplier scores 111-120 out of 150	No Incentive	No Penalty
If, the Supplier scores 101-110 out of 150	NA	5% of the O&M cost will be deducted from the calculated O&M cost for that quarter.
If, the Supplier scores 91-100 out of 150	NA	10% of the O&M cost will be deducted from the calculated O&M cost for that quarter
If, the Supplier scores less than 90	NA	15% of the O&M cost will be deducted from the calculated O&M cost for that quarter

Table 1-Incentive and Penalty Structure






During the contract period, Supplier would be required to submit a monthly report on the performance of the system with respect to the selected indicators no later than 7 days after the close of each month. The incentive/ penalty payment will be calculated by the Purchaser at the end of each quarter and incentive amount to be paid/ penalty to be deducted would be decided with respect to the Average Rental Revenue of that quarter.


3.12 Cycle

The bicycles should have the following specification for Mysuru Public Bicycle Sharing System-

Bicycle Part	Design Sample	Comments
Dereuiler		Used for changing gears. Preventing exposure to dust and rains.
Chain Cover /Pedals and Stand		Center stand provides stability and also the pedals very stable. This is critical component that determines the speed cycle and the ease with which we can cycle.
Frame of the Cycle		Unisex frame that suits everyone.
Seat		Adjustable seat
Handle		The cycle should be designed with a porous front basket for carrying personal items. Front baskets are ideal for carrying purses and valuables, which would be subject to theft if carried in a rear rack. The design should prevent the use of the basket for carrying a second passenger.
RIM		Aerodynamic rims are better than flat rims.
Loud bell		Loud bell should be installed in all the bicycles. The most common bells are actuated by a thumb-operated lever that is geared to rapidly rotate two loosely-slung metal discs inside the bell housing.
Wheels		The typical 26" rim has a diameter of 22.0" (559 mm) and an outside tire diameter of about 26.2"

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		(665 mm).
Brakes		Rim brakes, brakes and brake shoes get worn out easily, Rim brakes require regular maintenance. Disc brakes also need maintenance but less frequently than rim brakes. ones for public bike sharing drum breakers are ideal
Back Lights		Integrated into the mudguard, hence maintenance free.
Front Lights		Hub Dynamo supported front light. Last long and offers least resistance. LED lights are the preferred ones
Mudguards		Mudguards and chain guards are an important component of cycle sharing.
Lock		Bicycle lock should be inbuilt to avoid confusion. Each bicycle lock should have four keys – one for the user, one for the company, two keys as duplicate. Each lock and the key should have the frame number printed on the lock and the key so as to easily distinguish and detect the same.
Rim Tape		The rim tape is also important. The rim tape protects the tube from Mechanical damage from spoke ends, metal burrs and holes in the rim. An appropriate rim tape must completely and securely cover all spoke holes.
RFID Tags		Real-time tracking of cycles and users is made possible by RFID (radio frequency identification device) chips on the user's smart card or key and on the cycle. The terminal and docking units read both RFID tags, linking the identity of the user to that of the cycle that is using. The IT system feeds the information to a control centre via wires or optical fibres or GPRS.

Tubeless Tyres		The Smart Guard layer made from a flexible, special rubber offers particular resistance to shards of glass and flints. Even a thumbtack cannot penetrate this protective layer. The Smart Guard belt does not increase rolling resistance.
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In short, Cycles for Mysuru Public Bicycle Sharing System should have straight handlebar with basket, chain cover with safe pedals, aerodynamic rims, unisex frame, adjustable seat, wide tubeless tires, front and rear lights, mud guards and chain guards with inbuilt bicycle lock.

3.13 DOCKING STATIONS

MCC will supply the selected provider with tentative locations, sizes, and the necessary street space for station installation. The Supplier 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.

The proposed docking stations are designed for major ports and minor ports in two different sizes i.e. 50'X6' (15mx1.8m) for major ports (12 locations has been identified out of 52 as major ports) and 35'X6' (10m x1.8m) for minor ports (40 locations have been identified out of 52 as minor ports). Stations to be fitted with bike parking and locking facility for both 10m and 15m docking stations having 12 and 16 cycle docking units respectively. 40 % excess capacity for parking also be provided in a port.

Station design for 10m x 1.8m port and 15mx 1.8m is provided in figure below-

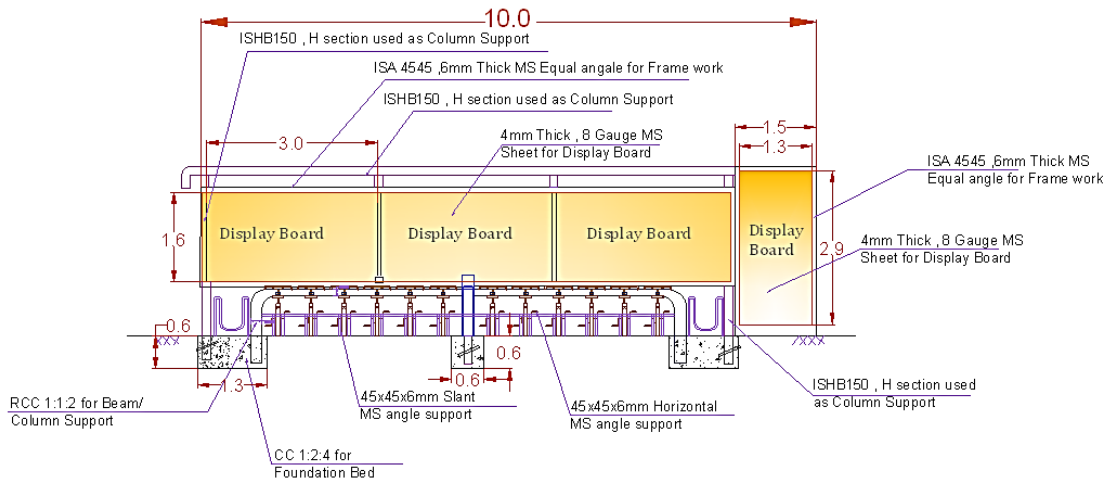


Figure -1: Design of 10m* 1.8m bicycle docking station

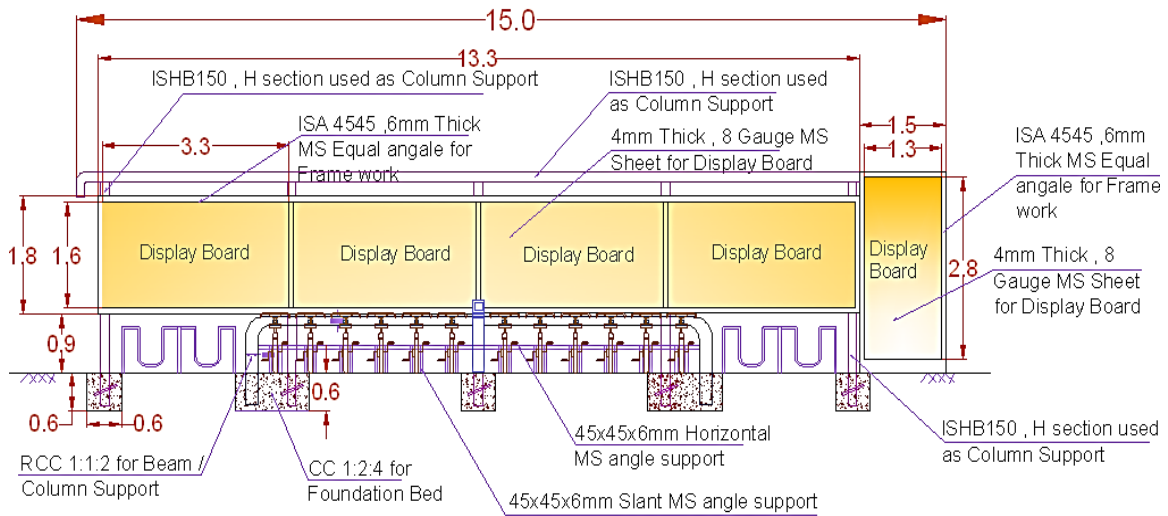


Figure -2: Design of 15m* 1.8m bicycle docking station

The docking station will contain a back lit advertisement board of about 20 sqm (in minor docking stations), the larger docking stations will have a 30sqm board (major docking stations). In all cases, the board will have to be backlit, as this serves a dual purpose in making the docking station well lit.

3.13.1 SURVEILLANCE CAMERA

Surveillance camera produces images or recordings for surveillance purposes. These cameras do not require a video capture card because they work using a digital signal which can be saved directly to a computer. Such cameras should be installed at all docking stations.



the

For the Mysuru PBS Surveillance Cameras would be of AX series, Import dual-glass, wide angle IR LEDS, strong light, martial industrial quality grade, long life 3.6/6mm lens, IR distance 15-20m, IR cut, with bracket, KD-AX3342sc/420TVL, 1/3" SONY Super Had II CCD; Color; 0.5 Lux/F1.2420TVL, 1/3 " SONY Super Had II CCD; Color:0.5Lux.

3.14 SHIFTING VEHICLE

Since the user is given the freedom to return the cycle borrowed at any station according to his convenience, the distribution of cycles across stations will not be uniform during operating hours. This condition will be all the more severe during peak hours, when all cycles tend to pile up in a few stations in popular areas.



- (a) The Supplier should procure 6 vehicles (tempo/ goods vehicle type) [one per 10 docking stations] with towing carriages for this purpose.
- (b) All the Shifting Vehicle should have a capacity to carry atleast 10 cycles at a time for redistribution purpose.

3.15 CONTROL CENTRE

The Supplier install a control centre to handle all duties which range from maintenance of website, processing of information collected, provision of administrative, customer helpline, and security.



- (a) The Control Centre location will be determined by the Purchaser. The supplier has to establish the Control Centre and bear all expenses related to the rental charges/ lease agreement and maintenance of the determined space as well as the utility bills during the operational and maintenance period.
- (b) The equipment in the Control Centre should have LCD Panels, Computer with Multimedia, Control Centre Computer, Server, Internet Modem, printers, routers, and software's. Other items such as tables, chairs and data racks. The Supplier has to make an arrangement for the following equipment with the stated specification-

Particulars	Number	Specification
LED Panel	1	Minimum 48 inches screen size, Screen type LED, USB Port connectivity , Full HD, Resolution- (1920* 1080)P
Computer with Multimedia	1	High End Processor with minimum process frequency of 2.7 GHZ with Turbo Boost up to 3.2 GHz; Memory Speed- 1600MT/s; System Memory (RAM)-8GB DDR3; Display Size- 21 inches (minimum); Full HD; Display Resolution- (1920* 1080)P; Storage Device- SATA; Internal hard Drive-1TB; Latest Operating System-Windows 8/ LINUX/ MAC; Dedicated Graphic Memory-4GB; Reading Speed-7200RPM; Sensor Resolution-720p Webcam Megapixel; HDMI Ports; Built in Microphone; USB-4*USB 2.0 * USB 3.0, Memory Card Reader-6-in-1 Card Reader
Control Centre Computer	8	High End Processor with minimum process frequency of 2.7 GHZ with Turbo Boost up to 3.2 GHz; Latest Operating System-Windows 8/ LINUX/ MAC ; System Memory-4GB DDR3; Display Size-18 inches; LED Display; Dedicated Graphic Memory-2 GB; Reading Speed-7200RPM; Internal Hard Drive-1 TB; Sensor Resolution-720P Webcam Megapixel; HDMI Ports; Built in Microphone; USB-4*USB2.0; 2* USB3.0; Memory Card Reader- 6-in-1 Card Reader.
Server	1	Server with Network Operating System in Control Centre to handle a network of minimum 52 nodes that can be scalable up to 100 nodes; Reliable and Auto Recovery configuration with auto data back-up facility; Server Configuration with minimum processor speed of 64*3.8 GHz Power 7 + processor cores or 48* 4.2 GHz Power7 with high storage and memory capacity as per requirements; Secure authentication procedure for Access Control.

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Data Backup	1	Instantaneous Data Backup for all data for avoiding loss of data in case of any mishap.
Network Connection including cabling, routers, modems, & telephone	1	Internet connection with minimum download speed of 10 mbps; internet connection through cable connection within the control centre; Routers to connect internet with all the control Centre Computer; Wireless connection to get real time information from the docking station.
Server Racks	1	19-inch rack is a standardized frame or enclosure for mounting multiple equipment modules. Each module has a front panel that is 19 inches (482.6 mm) wide, including edges or ears that protrude on each side which allow the module to be fastened to the rack frame with screws.
Software	1	Able to provide real time information on each docking stations; able to transfer real time information from the Control Centre to the System Administrator; Website and Mobile Phone Apps; Guarantees data security as per Indian Law and International Best practices; Ability to generate report using analytical tools; RFID Technology and information management; Control Centre should be able to remotely lock all docks in case of emergency.
Furniture & Furnishing	1	Supplier needs to furnish the given place for efficient use of the system.

3.16 MAINTENANCE CENTRE

The Supplier shall install a maintenance centre for taking care of all the major and minor maintenance work. In the case of damaged cycles, the operator is responsible for fixing minor repairs on-site and notifying redistribution teams to collect major repairs that need to be completed at the depot. The Supplier has to maintain the following maintenance schedules

- (a) **Every three days:** inflation of tyres; removal of dust and grease from cycles.
- (b) **Every two weeks:** drive chain lubrication, handlebar cantering and tightening, check for proper functioning of brakes, inspection for saddle wear and tear, verification that lights and reflectors are intact and function properly, and general observation of all other cycle components
- (c) **Once per year:** remove and clean entire drive train, adjust tension and true wheels, inspect and replace tires that are worn, and inspect and service hubs and the bottom bracket.

The Maintenance Centre location will be determined by the Purchaser. The supplier has to establish the Maintenance Centre and bear all expenses related to the rental charges/ lease agreement and maintenance of the determined space as well as the utility bill during the operational and maintenance period.

3.17 SOFTWARE

- (a) Real time information on each station and cycle sent to the Central Computer System.
- (b) Real time information transfer from the control room to the system administrators, website and mobile phone apps.
- (c) The Central Computer System receives and saves all records in a searchable database.
- (d) Guarantees data security as per Indian law and international best practices.
- (e) All data is the property of Purchaser.
- (f) Central Computer System should be upgraded and maintained daily.
- (g) The Contractor will provide reports to Purchaser in accordance with an agreed upon schedule or on request.
- (h) RFID technology for information management.
- (i) The Central Computer System should be able to remotely lock all Docks in case of emergency.

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3.18 WEBSITE

- (a) The Website should communicate constantly with the Central Computer System.
- (b) Information available in Kannada and English.
- (c) Critical functionality does not use any extensions that are not pre-installed in the vast majority of browsers and any mark up or scripting should function correctly in all widely used browsers.
- (d) Allows users to get information on the use of the system, fare/subscription model and payment methods.
- (e) Allow users to make online recharge through various means like Debit card, Credit Card and Net Banking.
- (f) Allow users to get information on station locations through a variety of inputs (e.g. User entered address, intersection or major place names, selecting from an interactive map etc.)
- (g) Displays real-time station status overlay on a map: name of station, number of cycles, and number of available docks.
- (h) Allows users to track their usage (other innovative applications are encouraged).
- (i) Specially designed versions for multiple computing devices (desktop computers, smartphones, and tablets).
- (j) The Supplier will at the request of Purchaser, conduct on- going improvements to the website.
- (k) Ability to handle 10,000 page views per day.

3.19 SMART PHONE APPS

- (a) Smart Phone apps are provided for at least the Android, Windows and Apple operating system.
- (1) Allow users to make online recharge through various means like Debit card, Credit Card and Net Banking.
- (b) Should provide real time information of the system and be linked to google maps and existing Mysuru city applications. Eg. Station locations, nearest station with cycles/ docks, etc.

3.20- CALL CENTRE

- (a) Can provide information on various customer queries.
- (b) Can register complaints and issues faced by customers.
- (c) Should be operational at least 9 hours a day between 9A.M - 6 P.M.
- (d) Manned by staff proficient in English and Kannada.
- (e) Can be set up and allocated space within the Control Centre.

3.21 MARKETING AND OUTREACH

The supplier will be required to market the system with a direct focus on encouraging usage and safety around the system. The marketing activities are mentioned as follows-

Sr No.	Type of Promotion	Detailed Scope of Promotional Activities	Schedule of performing
1. Logo and Brand Development			
	Logo and Brand Name	The Supplier has to make a logo and suggest a suitable name for Mysuru Public Bicycle Sharing System. The logo and name are subject to approval by the Purchaser.	During Procuring and Installation Time.
2. Website Design			
	Website making	<p>(a) Apart from the Specifications as referred in Section-VII, Heading -3.18, Page no-30, website should contain a series of frequently asked question (FAQ), subject to user experience for using Public Bicycle Sharing System in Mysuru.</p> <p>(b) Should have mechanism to receive grievances.</p> <p>(c) Website should have a Photo gallery containing the photographs of different docking stations as well as information related to the event updates.</p> <p>(d) A Management Information System (MIS) report should be available for public use.</p>	Will be in Public Use before 30 days of commencement of System Operation of PBS and should be updated on regularly basis throughout the Operational and Maintenance period.

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3.	Social Media		
	Facebook Page	An official Facebook page has to be created by the supplier. The page must contain all the information of Mysuru PBS (Fare structures, locations of docking stations and registration centres etc), photographs of docking stations and event updates.	Will be in Public Use before 30 days of commencement of System Operation of PBS and should be updated on regularly basis throughout the Operational and Maintenance period.
4.	Publicity		
a.	Publicity- Pre Launch		
(i)	Short animated video	A short animated video (maximum of 3 mins) must be developed by the Supplier explaining the Public Bicycle Sharing System and how it will work in Mysuru. The same video will be displayed in the local cable channels to disseminate the use of PBS in Mysuru.	Video should be ready 30 days prior to the System Operation.
(ii)	Promotion through FM Channel	Supplier has to make all the arrangement to promote the launching event through the most popular FM Channel in Mysuru. The declaration of promotional event should be on air before 15 days of launching event with a promotional frequency of 3 times/ day during prime time.	15 days prior to the launching event.

(iii)	News Paper Advertisement	1 half page advertisement once in a week (Sunday) in local edition of a leading English and Kannada News Paper with highest circulation in Mysuru.	3 weeks prior to the launching event.
(iv)	Promotional Event with Brand Ambassador	A popular film star/ sports person with local fan following shall be proposed as Brand Ambassador with the concurrence of the Purchaser. Supplier is expected to organize one promotional event with the brand ambassador.	1 week prior to the launching event.
(v)	Promotional Material	The Supplier is expected to develop some promotional material like T-Shirts, Caps etc. The promotional materials (50 T-Shirt and 100 Caps) will be distributed by the Brand Ambassador during the promotional event.	During the promotional event.
(vi)	Media Tour	Before the Event Launch, the supplier has to organize a media tour with all the media representatives to showcase the Public Bicycle Sharing System in Mysuru. The associated cost of transportation, refreshments etc. will be borne by the Supplier only.	4-6 days prior to the launching event.

4.	Publicity		
b.	Event Launch		
	Launching Event by Purchaser	The Purchaser will be responsible for managing the launching event. All the associated cost will be meet by the Purchaser only. The Supplier is expected to distribute 50 Souvenir Cards (only for the guests/personalities invited by the Purchaser) with a prepaid balance of Rs. 50.	After completing all the pre-launch publicity activities.
4.	Publicity		
c.	Publicity- Post Launch		
(i)	Distribution of Brochures	2 lakh black & white brochures (1 lakh in English and 1 lakh in Kannada) containing docking station network map, fare structure, registration centre details need to be made available at all majorHotels and the major docking stations. Any additional no. required in brochures will be indicated subsequently and will be paid as per the quoted rate.	Throughout the operational and maintenance period.
(ii)	Promotional Event with Brand Ambassador	Supplier is expected to do two promotional events after the launching event with the brand ambassador. The Promotional Events will be organized in the 2 nd month and 4 th month after event launching. The promotional materials (50 T-Shirts and 100 Caps per events) will be distributed by the Brand Ambassador during the	2 nd month and 4 th months after event launching.

		promotional events.	
5.	Event to Popularize Bicycle Sharing in Mysuru		
	Event to Popularize Bicycle Sharing in Mysuru	<p>The Supplier is expected to organize three major events in a year to popularize the concept of Public Bicycle Sharing System as well as to encourage people for cycling in Mysuru. The events date should coincide with events like World Environmental Day, World Health Day etc.</p> <p>The Supplier has to mention the event dates in the Draft Marketing Plan. The time gap between the event dates has to be equally distributed over a year.</p> <p>Supplier has to notify the events to the public in official website and also in official Facebook page at least 1 month prior to the event.</p>	From 2 nd year of operation and will be continued up to the last year of operation and maintenance period.
6.	Bill Board Advertisement		
	Bill Board Advertisement in 3 prominent location	<p>The supplier has to put up bill board advertisement of Public Bicycle Sharing System for 12 weeks in 3 prominent locations. Supplier has to mention the locations for putting bill board advertisement in the Draft Marketing plan.</p> <p>All the associated cost for putting advertisement will be borne by the Supplier only.</p>	2 weeks prior to the launching event and 10 weeks after the event launch.

In addition to the above mentioned activities, Supplier can suggest any other unique way of marketing in the Draft Marketing Plan. The draft marketing plan is subject to approval by the Purchaser.

The Purchaser or any other person/ agency duly authorized by Purchaser will monitor the marketing activities throughout the operational period.

The Purchaser deserves all the right to terminate the contract (as per GCC Clause35.1) at any point, if the marketing activities are not being performed properly by the supplier.

3.22- APPOINTMENT OF A PMC

The Purchaser may appoint a Project Management Consultant (PMC) to assist him in inspection and quality monitoring for ITS and IT based elements. The Purchaser will clear payment to the Supplier on the basis of certification by PMC.

The PMC will be onboard during the procurement and installation phase and their services will be available at least for 6 months after the commissioning of bicycle sharing system.

4. DRAWINGS

These Bidding Documents includes [insert “the following” or “no”] drawings.

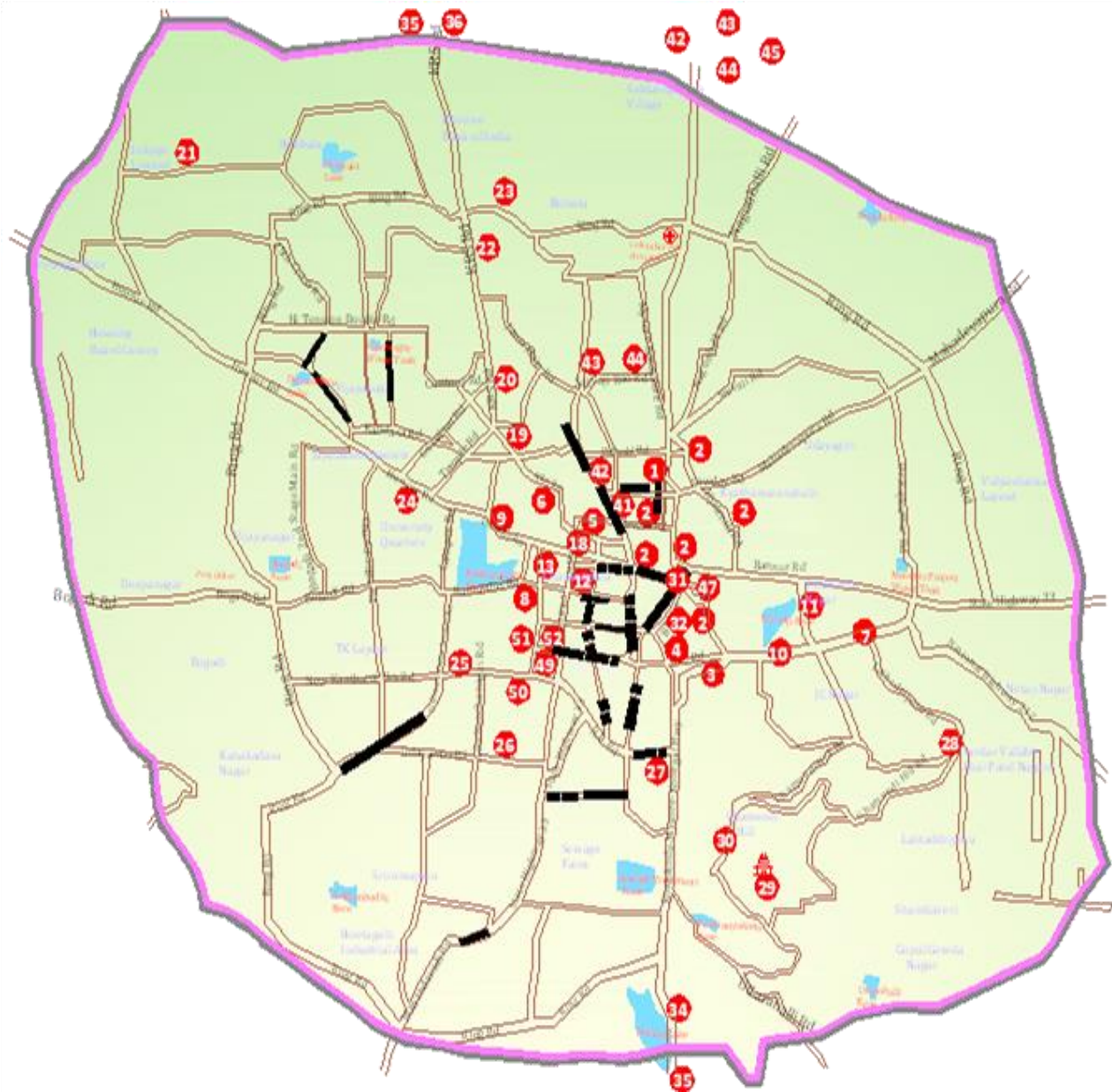
[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
1.	Location of Docking Stations	Give an overview where the docking stations would be located.
2.	Major Docking Station Locations	Give an overview where the major docking stations as well as Kiosks would be located

4.1 Locations of Docking Stations

Sl. No.	Location	Sl. No.	Location	Sl. No.	Location
1	St. Philomena’s Church	21	Infosys	41	Govt. Ayurvedic Hospital
2	Mysore Zoo	22	Near GRS Ring Road Circle	42	Private Bus Stand
3	Race Course	23	GRS	43	KSRTC Bus Depot
4	Mall of Mysore	24	St. Joseph’s School	44	LIC Circle
5	Mysore Railway Station	25	Adichunchanagiri School	45	Police Academy
6	Railway Museum	26	ISKON	46	Chamundi Vihar Layout
7	Lalith Mahal Hotel	27	Ganesha Sachinanda Ashram	47	Sandesh The Prince
8	Kukkarahalli Lake	28	Chamundi Hills (Foot)	48	KR Mohalla
9	Kalamandir	29	Chamundi Hills (Top)	49	Court Road Park
10	Karanji Lake	30	Nandi Temple	50	KG Koppal Circle
11	Wax Museum	31	Hardlinge Circle	51	Saraswatipuram Fire Station
12	Jagmohan Palace	32	Directorate of Tourism	52	Ramaswamy Circle
13	Crawford Hall	33	Dalavay Lake		
14	KSRTC Bus Stand	34	Mysore Airport		
15	City Bus Stand	35	Brindavan		
16	Mysore Palace	36	Balmuri		
17	Indira Gandhi Museum	37	Ranganathittu Bird Sanctuary		
18	Regalis Hotel	38	Shrirangapatna Temple		
19	Vontikoppal	39	Tippu Summer Palace		
20	Akashvani	40	Sangam		

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Drawing-1- Locations of Docking Stations

4.2 Locations of Major and Minor Docking Stations

The Supplier has to install the major docking stations as referred in the Technical Specification 3.13, figure 2 (15m*1.6m) in the following locations-

1. Mysuru Zoo
2. Race Course
3. Mall of Mysuru
4. Mysuru Railway Station
5. Hotel Lalith Mahal
6. Wax Museum
7. City Bus Stand
8. Mysuru Palace
9. Infosys
10. GaneshaSachidanandhaAshrama
11. Tippu Summer Palace
12. Police Academy

The Supplier has to install minor docking station as referred in the Technical Specification 3.13, figure 1 (10m*1.6m) in the rest of locations.

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

(i) The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase- order form and shall be in line with the inspection/test procedures laid down in the technical specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in section VI should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.

(ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble- free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of% for the duration of test period shall be considered as satisfactory.

(iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

2. Manuals

- Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Purchaser.

3. For the System and Other Software the following will apply:

The Supplier shall provide complete and legal documentation of hardware, and licensed operating systems. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

4. Acceptance Certificates:

- On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

The following inspections and tests shall be performed:

Sr No.	Item	To be tested & verified	Certification	Quality Assessment	Remarks
1.	Cycle/ Cycle Geared	Compliance to design and specification as referred in Section-VII, Technical Specification, Heading-3.12 (Page No-23).	Manufacturer Warranty	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
2.	Major /Minor Docking Station	Modular Docking Station compliance to design and specification as referred in Section-VII, Technical Specification, Heading-3.13 (Page No-25).	Manufacturer Warranty for individual components, if applicable	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
3.	Cameras	Compliance to specification as referred in Section-VII, Technical Specification, Heading-3.13.1 (Page No-27).	Manufacturer Warranty	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
4.	Shifting vehicle	Compliance to specification as referred in Section-VII, Technical Specification, Heading-3.14 (Page No-27).	Manufacturer Warranty	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
5.	Control Center	Should contains all the equipment like LED Panel, Computer with Multimedia Control Centre Computer, Server, Data Backup, Network	Manufacturer Warranty of the individual items used in Control	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by	

		Connection, Server Racks, Software as specified in Section-VII, Technical Specification, Heading-3.15 (Page No-28).	Center, wherever applicable.	the Purchaser.	
6.	Maintenance Center	Compliance to specification as referred in Section-VII, Technical Specification, Heading-3.16 (Page No-28).	Manufacturer Warranty of the items used in Maintenance Center.	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
7.	Website + Mobile Phone App	Ability to provide real time information to the user. Ability to communicate constantly with the Central Computer System and allow users to get information on fare, subscription model and payment methods. All the information should be available in English as well as Kannada. Mobile App should be compatible with android, Windows and Apple operating system.	Ability to handle 10000 page views/ day.	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
8.	Software	Up-gradation of central computer system on regular basis and ability to remotely lock all Docks in case of emergency.	Physical Check	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	

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9.	Smart Card performance at docking station	Ability to taking out a cycle from the docking stations in less than one second.	Physical Check	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
10.	Payment Processing	While recharging via debit/ credit card the transactions should be processed on the same day.	Physical Check	Verification will be done by the PMC appointed by Purchaser or any person / agency duly authorized by the Purchaser.	
11.	Other , if any				

6. PROFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 38.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate form the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

NOTE: THIS FORM IS TO BE COMPLETED AND UPLOADED AS A PART OF TECHNICAL BID.

7. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(Name of the Project)

Bid No.

Description of item to be supplied

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

To
(Name of Purchaser)

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95.

(i) Ex-factory price per unit on which ED is payable: *Rs. _____

(ii) No of Units to be supplied: _____

(iii) Total cost on which ED is payable (Rs.) _____

(The requirements listed above are as per current notifications. These may be modified, if necessary, in terms of the rules in force)

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

** Please attach details item-wise with cost, if there are more than one item. The figures indicated should tally with what is given in the price schedule.*

Note: If required this form is to be completed and uploaded as a part of Commercial Bid.

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PART 3 – CONTRACT

SECTION VII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.
- (p) The Contract Data defines the documents and other information which comprise the Contract.
- (q) The Authorized Fleet” is the number of Cycles in operation as defined by Purchaser.
- (r) The 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.
- (s) The “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.
- (t) “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.
- (u) “MCC Representative” means any person duly authorized by Mysuru City Corporation (MCC) for the purposes of this RFP.
- (v) “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 Public bicycle sharing system.

- (w) “Earnest Money Deposit (EMD)” is a specific form of deposit made by the Supplier to participate in the tendering process. The deposited amount will be refunded to the bidders after the tender evaluation process.
- (x) “Performance Guarantee/ Security” is deposit made by the successful bidder, in the form of Demand Draft/ Bank Guarantee. Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Supplier Period and an additional period of 90 (ninety) days thereafter.
- (y) “Commencement Date” means the date stipulated by Purchaser for commencement of the Public Bicycle Sharing System by the Supplier under the Supplier Agreement and shall not be earlier than 120 days from the date of signing of Supplier Agreement. The Commencement Date will be the first day of the first Payment Period.
- (z) “Commercial Operations Date” is the actual date on which the Public Bicycle Sharing System will begin to serve users under the Service Contract.
- (aa) “Consortium” shall mean an association of two (2) or three (3) entities / firms formed especially for the purpose of bidding for this RFP.
- (bb) “Control Centre” means the central facility of the Public Bicycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Public Bicycle Sharing System as well as from users, agents, employees, and Suppliers.
- (cc) “Public Bicycle Sharing System” means a bicycle based 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. “Public Bicycle Sharing System” refers to the hardware, software, and premises associated with this RFP for the city of Mysuru that is being implemented by Mysuru City Corporation (MCC) in various phases, unless otherwise specified.

- (dd) “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 Public Bicycle Sharing System by the Supplier in accordance with the terms of this RFP.
- (ee) “Maintenance Centre” is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of cycles and stations for the Public Bicycle Sharing System.
- (ff) “Dock” means an electronic unit for locking a single cycle at a station when the cycle is not in use.
- (gg) “Fleet” means the number of cycles that are available for use in the Public Bicycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 22 hours during the respective 24-hour period. Cycles are not considered part of the Fleet during Redistribution.
- (hh) “Membership” means an agreement between the Supplier and a customer for a specified period of time in which the customer gains access to the Public Bicycle Sharing System.
- (ii) “Member” means a customer who has entered a Membership agreement with the Supplier.
- (jj) “Payment Period” is the period for which an invoice has been submitted by the Supplier for the service operated by the

Supplier. This shall be, unless otherwise modified, a period of fourteen days.

- (kk) "Project Asset" means Stations, Cycles, the Control Centre, and other facilities created as part of the Public Bicycle Sharing System.
- (ll) "Redistribution" is any time that a Cycle is being moved by the Supplier (normally from station to station or station to depot).
- (mm) "RFP" and/or "RFP Document" means Request for Proposals and refers to this Document.
- (nn) "Ride" is a trip taken by a registered customer of the Public Bicycle Sharing System in which a cycle is checked out from one Station and returned to another Station.
- (oo) "Service Certificate" means a document that accredits compliance by the Supplier with all requirements established in the contract to allow the Public Bicycle Sharing System to begin operations.
- (pp) "Supplier Agreement" or simply "Provider Agreement" means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between Purchaser and the successful bidder through which Purchaser will grant the rights to the Successful Bidder to install and operate the Mysuru Public Bicycle Sharing System during the period of the Agreement.
- (qq) "Supplier Facilities" means the facilities and equipment produced or developed by the Supplier that are required for the due implementation of this Contract, including control centre, stations and depots.
- (rr) "Supplier" means the successful bidder selected under this RFP with whom MCC has entered into a Supplier Agreement to operate the Public Bicycle Sharing System.
- (ss) "Standby Cycles" means the number of additional cycles that the Supplier shall procure and maintain to ensure that the size of the operational Fleet is equal to or greater than that of the

Authorized Fleet at all times.

- (tt) “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.
- (uu) “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 MCC.
- (vv) “Training and Testing Period” is the period preceding the Commercial Operations Date during which Supplier shall demonstrate the functionality of the Public Bicycle Sharing System.
- (ww) “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 Supplier of the Supplier and/or for no reasons attributable to omission of act or breach of obligation of the Supplier.
- (xx) The Intended Completion Date is the date on which it is intended that the Supplier shall complete the Works.

Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁸ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁹ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”¹⁰ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹¹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or

obstructive practice during the purchase of the Goods, then that employee shall be removed.

Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.2 **Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 **Nonwaiver**

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity

or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Joint Venture, Consortium or Association

6. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.
Settlement of Disputes	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>10.3 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
Inspections and Audit by the Bank	11.1 The Supplier shall permit the Bank and /or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.
Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to

be furnished by the Supplier are specified in the **SCC**.

Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Taxes and Duties

17. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the

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Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes

and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board

and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

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deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by

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reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly

notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by

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amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate

the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser is: <i>Mysuru City Corporation</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is: <i>Mysuru, Karnataka</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2000
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Commissioner, Mysuru City Corporation Address: Mysuru City Corporation, New Sayyaji Rao Rd City: Mysuru ZIP Code: 570024 Country: India Telephone: 0821- 2418807 Facsimile number: 0821-2529133 Electronic mail address: comm_mcc@yahoo.co.in

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the institution of Engineers (India), Bangalore.
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), Bangalore.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India), Bangalore both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), Bangalore, making such an appointment shall be furnished to each of the parties.

	<p>(d) Arbitration proceedings shall be held at Bangalore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India), Bangalore.</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified in the <i>Schedule of Requirement</i> .

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ul style="list-style-type: none"> (i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Three Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>

GCC 16.1

GCC 16.1 Payment shall be made in Indian Rupees in the following manner:

Sl No	Particulars	Payment
1	Capital Cost	<p>80% of the capital cost is proposed to be paid on achievement of the following milestones-</p> <p>1. 10% after completing the following preliminary task (1st milestone)-</p> <ol style="list-style-type: none">i. Submission of final station siting planii. Submission of Marketing Plan and Branding Strategy Plan for review.iii. Demonstrate initial prototype of modular stations and cyclesiv. Approval of Final Station siting planv. Demonstration of preliminary Website layout and design for PBS Mysuru.vi. Demonstration of software and hardware prototype including payment processing through various means like Smart Card/ Debit/ Credit Cardvii. Approval of final prototype of stations and cycles.viii. Approval of Final Marketing Planix. Submission of detail of control centre for back office systemx. Submission of detail of maintenance centre/ Workshopsxi. Submission of redistribution planxii. Approval of website design for Mysuru PBSxiii. Approval of Control Centre for Back office operational.

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			<ul style="list-style-type: none"> xiv. Approval of maintenance centre/ Workshops xv. Approval of redistribution plans xvi. Approval of software and hardware for processing the customer payment xvii. Identification of 6 locations for registration and cash payment xviii. Submission of Human Resource (HR) Plan <p>2. 30% after completing the following Installation task (2nd milestone)-</p> <ul style="list-style-type: none"> i. Setting up a control centre and maintenance centre for back office systems operational. ii. Performing marketing activities as per the Final Marketing Plan. iii. Approval of 6 locations for registration and cash payment iv. Approval of Human Resource (HR) Plan v. Installation of 52 docking station with 672 port,550 cycles and 52 cameras. vi. Procurement of Shifting Vehicles vii. Install software and hardware for customer payment processing as per the approved HR Plan
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			<p>3. 20% after completing the following operational task (3rd milestone)-</p> <ul style="list-style-type: none"> i. Website information and payment processing system is operational. ii. Installation of Registration Centre (6 in no.) as per approval given. iii. Recruitment of staff, customer service procedures, In-house capacity building work as per the final HR plan. iv. Trial run and testing of all system begins (72 docks and 38 cycles) v. Debug problem encountered during testing, if any Public Bicycle System operational for public use <p>4. 10% after running the Public Bicycle Sharing System operational for first 3 months.</p> <p>5. 10% after running the Public Bicycle Sharing System operational for next 3 months.</p>
		Remaining Capital Cost	20% of the Capital Cost will be paid as an yearly annuity basis over a period of next 5 years beginning from the 2 nd year.
	2.	Operation and Maintenance Cost and operators margin	Operation and Maintenance Cost will be paid on a quarterly basis based upon the quoted Operation and Maintenance Cost for that particular time span.

<p>GCC 16.5</p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 21days from receipt of quarterly bills.</p> <p>The interest rate that shall be applied is 2% per annum.</p>
<p>GCC 17</p>	<p>In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.8 of Section VI. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.</p>
<p>GCC 18.1</p>	<p>Within 21 days of Notification of Award, the supplier shall furnish Performance Security to the Purchaser shall be for an amount of 10% of the Quoted total Capital Cost, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
<p>GCC 18.3</p>	<p>If required, the Performance Security shall be in the form of a unconditional “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favour of the Purchaser.</p>
<p>GCC 18.4</p>	<p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.</p>
<p>GCC 18.5</p>	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.</p>

<p>GCC 23.2</p>	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
<p>GCC 24.1</p>	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.</p>
<p>GCC 25.1</p>	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
<p>GCC 26.1</p>	<p>The inspections and tests shall be as detailed in Para 5 of Section VI-Schedule of Requirement:</p> <p>The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer’s works and submit a test certificate and also manufacturer’s guarantee /warranty certificate that the items are conforms to the laid down specification.</p> <p>The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer’s premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification.</p> <p>If the items are fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.</p>
<p>GCC 26.2</p>	<p>The Inspections and tests shall be conducted at: <i>Mysuru, Karnataka</i></p>

GCC 27.1	<p>The liquidated damage shall be:</p> <p>(a) Rs.5000/-(Five Thousand) per day of delay in making the service operational beyond the Commencement Date and up to the end of the additional period provided by Purchaser.</p> <p>(b) In the event of delay in supply of the cycles by the Supplier beyond the Commencement Date and up to the end of the additional period provided by Purchaser (if any), Supplier shall pay to Purchaser liquidated damages @ Rs. 300/- (Rupees three hundred only) per cycle per day of delay.</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: 180 days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Mysuru, Karnataka</p>
GCC 28.5	<p>The period for repair or replacement shall be: 15days.</p>
GCC 28.6	<p>The period shall be 7 days.</p>
GCC 28.7	<p>Add the following clauses.</p>
	<p>28.7.1 Free maintenance services shall be provided by the supplier during the period of warranty.</p>
	<p>28.7.2 The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements (i.e. time required for suppliers maintenance engineers to report to the installations after a request call/telegram/fax is made or letter is written) shall not exceed 72 hours.</p>

	<p>28.7.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.500 per day per item. The amount of penalty will be recovered from bank guarantee during warranty period.</p>
<p>GCC 31.1</p>	<p>This clause will apply only to variations in Excise duty/VAT/Sales tax/Octroi etc payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.</p>
<p>GCC 37</p>	<p>Add the following additional sub clauses.</p> <p>37.1 Supplier integrity:</p> <p>The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state- of- the- art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.</p>

	<p>37.2</p> <p>Supplier's obligations :</p> <p>The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.</p> <p>The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.</p> <p>The Supplier is responsible for managing the activities of its personnel or sub- contracted personnel and will hold itself responsible for any misdemeanors.</p> <p>The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.</p>
	<p>37.3</p> <p>Site preparation and installation</p> <p>The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the supplier. The Purchaser will designate the installations sites before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.</p>
	<p>37.4</p> <p>Hardware installation:</p> <p>The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.</p>

37.5

Hardware maintenance:

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware put are without defect or interruption for at least 95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.

Attachment: Price Adjustment Formula

Not relevant to Public Bicycle Sharing System.

SECTION IX – CONTRACT FORMS

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1. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Note: This form is for information of the bidder. It is not to be completed and submitted / uploaded as a part of the bid.

2. PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary:*[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,¹³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

Note: This form is for the information of the Bidder It is not to be completed and uploaded along with the Bid.

¹² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹³ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: " We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."