



Ref. No: GVSCCL/Projects/04(PBS)/2016-17,

GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED

RFP for “Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vizag Smart City”

Date: 26/08/2017

Table of Contents

Notice Inviting Bid	5
DISCLAIMER	8
Definitions.....	9
RFP DATA Sheet & Timelines	11
1. Introduction	13
1.0 PROJECT DETAILS	13
1.1 Mobility in Vishakhapatnam	13
1.2 Greater Vishakhapatnam Municipal Corporation.....	14
1.3 Vishakhapatnam Smart city	14
1.4 Greater Vishakhapatnam Smart City Corporation Limited.....	15
1.5 The Project.....	15
1.6 Project Objectives	17
1.7 Terms of Payments and Revenue	18
1.8 Utility Shifting.....	19
1.9 Right of First Refusal	19
2. Scope of work.....	20
2.1 Planning and installation.....	20
2.2 Cycles.....	21
2.3 Stations.....	23
2.4 Central Control System.....	24
2.5 Redistribution	25
2.6 Depots	25
2.7 Registration of Users	25
2.8 Fare Collection System	26
2.9 User Information System.....	26
2.10 Advertisement Space	26
2.11 Marketing and User Education	26
2.12 Human Resource Plan	26
2.13 Data Reporting	26
2.14 Maintenance	27
2.15 Legal	27
3. Minimum Technical Specifications	29
3.1 Cycle	29
3.2 Station	29

3.3	Docks	30
3.4	Device for Check in and check out/ card verification.....	30
3.5	Central Control System.....	30
3.6	Redistribution vehicles	31
3.7	Depots/ Workshop	31
3.8	Registration Centers.....	31
3.9	User Information System.....	31
4.	Implementation.....	32
4.1	Contract Period	32
4.2	On Ground Testing	32
4.3	List of Indicative Deliverables	32
5.	Payment to the Service Provider by GVSCCL.....	33
5.1	Capital Cost Payment	33
5.2	Operating cost Payment	33
5.3	Revision of Service Charge.....	36
5.4	Damages	36
5.5	Escrow Account.....	37
6.	Summary of Responsibilities	38
6.1	GVSCCL	38
6.2	Service Provider	38
7.	Bidding Process.....	39
7.1	Bid Process-Steps.....	39
8.	General Instructions to Bidders.....	44
8.1	Due Diligence	44
8.2	Cost of Bidding.....	44
8.3	Pre-Bid Meeting.....	45
8.4	Amendment of Bidding Documents.....	45
8.5	Preparation of Bids.....	46
8.6	Documents Constituting Bid.....	48
8.7	Period of Validity of Bids.....	48
8.8	Deadline for Submission for Bids.....	48
8.9	Modification and Withdrawal of Bids	49
8.10	Bid process – Discharge of Bid Security	49
8.11	Signing of Provider Agreement.....	49
8.12	Annulment of Award	50

8.13	GVSCCL's right to accept or reject any and/or all Bids	50
9.	General Conditions of Contract	51
9.1	Application	51
9.2	Standard of Performance	51
9.3	Use of Provider Agreement & Information	51
9.4	Indemnity	51
9.5	Performance Guarantee	51
9.6	Representations and Warranties	52
9.7	Assignment	52
9.8	Delay in providing the Public Bicycle Sharing System	52
9.9	Quality check & acceptance of equipment	53
9.10	Liquidated Damages	53
9.11	Ownership & Protection of Property/Data	54
9.12	Confidentiality Obligations of Service Provider	54
9.13	Force Majeure	55
9.14	Termination due to Force Majeure Event	56
9.15	Events of Default and Termination	56
9.16	Termination for GVSCCL Event of Default	57
9.17	Termination for Insolvency, Dissolution, etc.	57
9.18	Suspension	57
9.19	Arbitration	58
9.20	Jurisdiction	58
9.21	No Waiver of Rights and Claims	58
	Annexure A. Format for Technical Bid	59
	Annexure B. Format for Financial Bid	60
	Annexure C.: Fare Structure	61
	Annexure D. Format for Letter of Application	63
	Annexure E. Example of Bank Guarantee	65
	Annexure F. Format for Performance Guarantee	66
	Annexure G. Format for General Information	68
	Annexure H. Format for Undertaking	69
	Annexure-I . Formats for Power of Attorney and Memorandum of Understanding for consortium... ..	70
	Memorandum of Understanding	71
	Annexure J: ESCROW Agreement	73

Notice Inviting Bid

Ref. No: GVSCCL/Projects/04(PBS)/2016-17,

Visakhapatnam, 26th August 2017

RFP for "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam"

Greater Visakhapatnam Smart City Corporation Limited (GVSCCL), Visakhapatnam, the "Authority" is engaged in the development of Area Based Development (ABD) area under the implementation of Smart City Proposal of Visakhapatnam and as part of this endeavour, it has been decided to undertake "Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam", the "Project" in the city of Visakhapatnam.

The Managing Director (MD), GVSCCL, Visakhapatnam now invites bids from eligible contractors for the following projects:

Sl. No.	Bid Identification No.	Name of the Work	Estimated Cost (Rs.in Crore)	Completion Period
1	2	3	4	5
1.	Ref. No: GVSCCL/Projects/04(PBS)/2016-17,	RFP for "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Visakhapatnam"	12.00	24 Calendar Months

Internet Site address for downloading the Tender Documents will be www.gvmc.gov.in or www.apecurement.gov.in. Interested bidders can view detailed tender notice and download tender documents from the above mentioned website. Bidders can download the Bid document from 26/08/2017 to 13/10/2017 (Up to 17:00 Hrs IST). Bids must be submitted online through www.apecurement.gov.in on or before 13/10/2017 by 17:00 Hrs IST.

Bids through any other mode shall not be entertained. However, Bid Security, document fee and Power of Attorney and joint bidding agreement shall be submitted physically by the Bidder within two working days from the bid submission date.(up to 17.00 hours IST). Subsequent corrigendum / addendum, if any, shall only be available in web site www.apecurement.gov.in.

Please note that the Authority reserves the right to accept or reject all or any BID without assigning any reason whatsoever.

Description	"Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam"
Earnest Money (E.M.D.)	Rs. 12, 00, 000.00 (Rs. Twelve Lacks only)
Cost of Bid Document (Non Refundable)	Rs.20, 000.00 (Rs. TwentyThousand only)
Announcement Date	26-08-2017
Last date for receiving queries	11/09/2017 at 17:00 hrs IST
Pre Bid at venue	18/09/2017 at 11:00 hrs IST
Authority response to queries latest by	25/09/2017 at 17:00 hrs IST
Bid Due Date	13-10-2017 (17:00 hrs IST)
Physical Submission of all relevant documents etc.	To be submitted physically by the Bidder within two working days from the bid submission date.(up to 17.00 hours IST)
Opening of 'Mandatory Submission (Envelop A)	Will be notified
Opening of Technical Proposal (Envelop B)	Will be notified
Opening of 'Financial Bid'	Will be notified

Bidders can download the Bid document from **26/08/2017 to 13/10/2017 (Up to 17:00 Hrs IST)**. Bids must be submitted online through www.apecurement.gov.in on or before 13/10/2017 by 17:00 Hrs IST.

Bids through any other mode shall not be entertained. However, Bid Security, document fee and Power of Attorney and joint bidding agreement shall be submitted physically by the Bidder within two working days **from the bid submission date.(up to 17.00 hours IST)**. Subsequent corrigendum / addendum, if any, shall only be available in web site www.apecurement.gov.in.

Authority: Managing Director, Greater Visakhapatnam Smart City Corporation Limited(GVSCCL), Room No 306, Tenneti Bhavan, Asilmetta, Visakhapatnam, Andhra Pradesh, India, Pin – 530003.

Bidders who wish to participate in online tender have to register with the website through the link provided on the home page. Bidder will create login id & password on their own in registration process.

For registration and online submission bidders may contact HELP DESK www.apecurement.gov.in or <https://tender.apecurement.gov.in>

Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the Bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform. For obtaining Digital Signature Certificate, you may please Contact: Andhra Pradesh Technology Services Limited BRKR Bhavan, B-Block, Tank bund Road, Hyderabad-500022. Phone: +91-40-23220305, Fax: +91-40-23228057 (OR) you may please contact Registration Authorities of any Certifying Authorities in India. The list of CA's available can be viewed by clicking the link <https://tenderapecurement.go.in/digital-signature.html>

For more details contact:

Greater Visakhapatnam Smart City Corporation Ltd.

E-mail: visakhapatnamsmartcity@gmail.com

vishal.kundra@aecom.com

Tel No./Fax 0891-2746300

Mobile No. 09717716600, 07729995934

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, and its annexures or schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

Definitions

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

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

"Authorized Fleet" is the number of Cycles in operation as defined by GVSCCL.

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

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

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

"GVSCCL Representative" means any person duly authorized by GVSCCL for the purposes of this RFP.

"Children Bicycle" means a bicycle for usage by children below 12 years of age and 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 Service Provider in accordance with the terms of this RFP.

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

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

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

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

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

"Control Centre" means the central facility of the 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 service providers.

"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 Service Provider in accordance with the terms of this RFP. The terms cycle and Bicycle are used interchangeably in the document and mean the same.

"Depot" 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. The depot may be included with the Control Centre or at a different location.

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

"Electric Bicycle" means a bicycle with an integrated electric motor which can be used for propulsion. They use rechargeable batteries and 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 Service Provider in accordance with the terms of this RFP. The terms electric bicycle, electric cycle, e-cycle and e - bicycle are used interchangeably in the document and mean the same.

"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 14 hours during the respective 24-hour period.

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

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

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

"Project Asset" means Stations, Cycles, the Control Centre, and other facilities created as part of the Public Bicycle Sharing System.

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

"Redistribution" is the activity of a cycle being moved by the Service Provider (normally from station to station or station to depot) using a redistribution vehicle.

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

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

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

"Service Charge" means an amount GVSCCL will compensate the Service Provider for operation of the Public Bicycle Sharing System, subject to conditions.

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

"Service Provider Agreement" or simply "Provider Agreement" means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between GVSCCL and the Service Provider through which GVSCCL will grant the rights to the Service Provider to install and operate the Vishakhapatnam Public Bicycle Sharing System during the period of the Agreement.

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

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

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

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

"Vandalism" means destruction of or damage to a Project Asset deliberately

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

RFP DATA Sheet & Timelines

Description	"Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam"
Earnest Money (E.M.D.)	Rs. 12, 00, 000.00 (Rs. Twelve Lacks only)
Cost of Bid Document (Non Refundable)	Rs.20, 000.00 (Rs. Twenty Thousand only)
Announcement Date	26-08-2017
Last date for receiving queries	11/09/2017 at 17:00 hrs IST
Pre Bid at venue	18/09/2017 at 11:00 hrs IST
Authority response to queries latest by	25/09/2017 at 17:00 hrs IST
Bid Due Date	13-10-2-17
Physical Submission of all relevant documents etc.	To be submitted physically by the Bidder within two working days from the bid submission date.(up to 17.00 hours IST)
Opening of 'Mandatory Submission (Envelop A)	Will be notified
Opening of Technical Proposal (Envelop B)	Will be notified
Opening of 'Financial Bid'	Will be notified

The above time frame is indicative and would be subject to change as may be notified by GVSCCL.

Works Requirements

1. Introduction

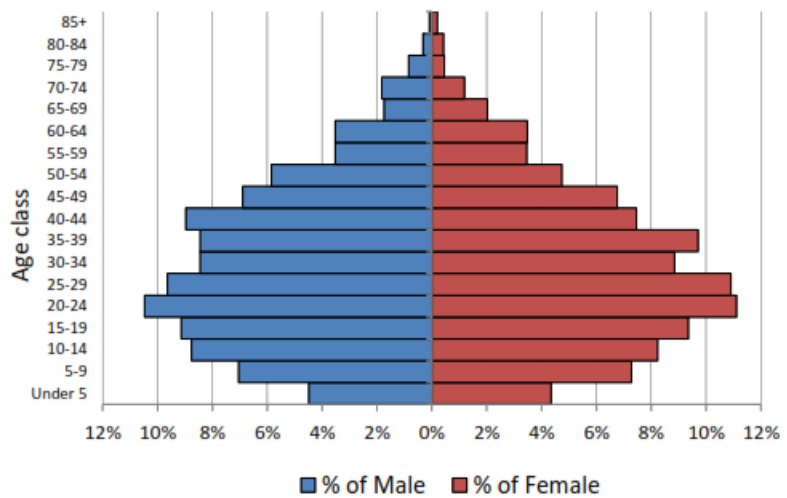
1.0 PROJECT DETAILS

1.1 Mobility in Vishakhapatnam

A Low-Carbon Age – Sex Pyramid for Visakhapatnam Comprehensive

Mobility Plan was prepared for the city of Vishakhapatnam in November 2014. This section discusses some of the key findings of the plan.

The city has a large young population. As per the Census 2011, 68% of the population is below 40 years in age. The age-sex pyramid illustrates this finding.

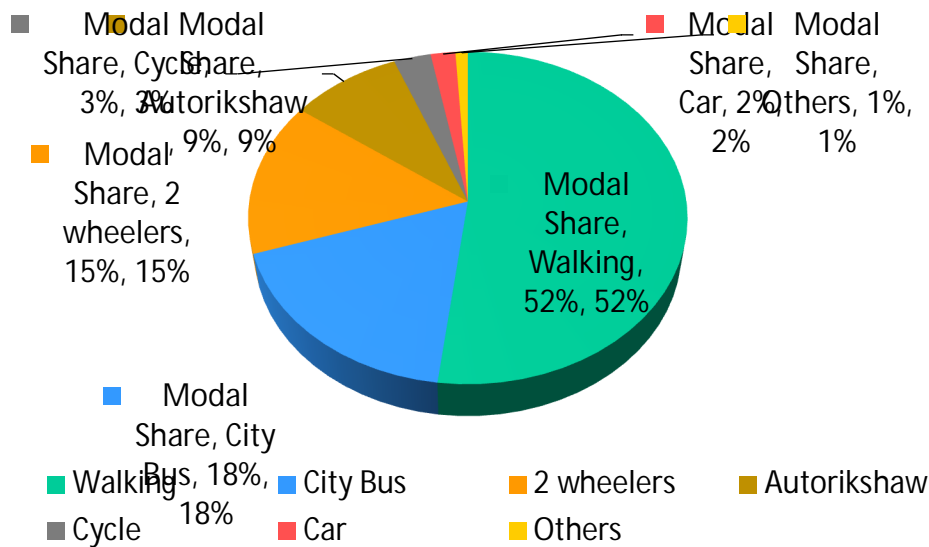


This demography of the city is a factor that encourages the introduction of a public bicycle sharing system in the city.

In terms of modal share, walking accounts for 52% share (37% among men and 69% among women) with an average trip length of 700m, followed by buses that have an 18% share and an average trip length of 11.70 Km. The fact that women largely walk to their work, education or other purposes indicates the non-availability of an affordable alternative mode of transport to them to commute short distances.

Two – wheelers account for another 15% share and their average trip length is 5.80 Km. Auto-rickshaws have a 9% share with an average trip length of 5.90 Km. Cycles account for just 3% share and have an average trip length of 3.20 Km. Cars account for another 2% share with an average trip length of 9.30 Km.

Modal Share in Vizag



1.2 Greater Visakhapatnam Municipal Corporation

Visakhapatnam is one of the earliest municipalities of Andhra Pradesh. The Vizag (Visakhapatnam) Municipality was set up as early as in 1858, in order to full fill the basic infrastructural needs of the people of the city. The Vizag Municipality grew in its Municipal limits due to incorporation of new areas and was converted to a Municipal Corporation in the year 1979.

The areas of the erstwhile Visakhapatnam Municipal Corporation along with the Gajuwaka Municipality and 32 villages (includes few Panchayats) were converged to form the Greater Visakhapatnam Municipal Corporation (GVSCCL) through a Government of Andhra Pradesh Order on November 21, 2005.

The Greater Visakhapatnam Municipal Corporation's (GVSCCL) limit is spread across 625 sq.km and includes 72 Wards, plus Bheemilli and Anakapalle. According to 2011 census, the City's population is around 1.9 million.

1.3 Visakhapatnam Smart city

With the India Smart Cities Challenge, the Government of India took the first step towards realising its vision of building 100 smart cities in the country. As part of the India Smart Cities Challenge, Visakhapatnam is one of the cities that were selected amongst top 20, in a nationwide competition between 100 cities (ranked 8th).

Vizag is now working on an implementation plan to convert the Smart City Proposal (SCP) ideas into reality, beginning with retrofitting a designated area within the city known as the Area Based Development (ABD) that will catalyse future scalability to entire city. The ABD is around 6 sq.km in area and has a population of around 80,000.

The Smart City Plan for Vizag revolves around the vision of creating - "A Resilient and Healthy Metropolis for People". The city of destiny is envisioned to become a leader in sustainability, healthy living, equality and innovation.

Vizag has shown high vehicle growth rate in recent years (9%) – is envisioned to be the most healthy and liveable city in India by 2030 (Strategic focus and blueprint of Vizag Smart City Proposal). Such a strategic focus for Vizag will ensure that it becomes a benchmark city in the country where economic development and healthy living can co-exist.

The modern day lifestyles where all kinds of entertainment is available at a press of a remote or button has resulted in a sedentary lifestyle. The health statistics of Vizag citizens indicate increased number of Life Style diseases like obesity, hyper tension etc. With an emphasis on "Prevention is better than cure", the strategic focus of Vizag is to ensure that its citizens have healthy lifestyle choices; have walkable access to parks/playgrounds/other destinations and walkable streets; have safe mobility choices of walking and cycling - as a result have better air to breathe and better place to live.

Vizag is striving towards providing its citizens a mobility option of using bicycles through the 'Public Bicycle Sharing' program and dedicated and shared bicycle paths.

Aligning with the Smart City Vision, Vizag will focus on managing its environment (for example air quality), safety of its citizens especially making streets safe for all citizens to walk/bicycle, and providing an eco-system of bicycle-friendly streets to make people healthy since Walking is good for health and so is bicycling.

The Greater Visakhapatnam Smart City Corporation Limited has taken up different projects for implementation and "Public Bicycle Sharing System" (PBS) is one such project. The focus of this RFP is development, design, procurement, installation, operation and maintenance of the Public Bicycle Sharing System for selected areas within the City (including the ABD)

1.4 Greater Visakhapatnam Smart City Corporation Limited

A Special Purpose Vehicle (SPV) was incorporated with the name "Greater Visakhapatnam Smart City Corporation Limited" (GVSCCL) on 11th March 2016, to implement the projects proposed under the SCP.

1.5 The Project

Aligning with the Vizag Smart City Vision, GVSCCL plans to implement a PBS system to provide a low-cost, environmentally friendly alternative to motorized transportation in the ABD and adjacent areas.

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

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

Importance will be given to place stations near important commercial, cultural, colleges/universities, administrative offices, hotels, markets, parks, and tourist attraction points in the zone of influence. A Hybrid System is proposed for Public Bike Sharing. The stations will be manned by station attendants; however the operations of each station are communicated to the Central control system by the station attendants using card verification devices. The central control system collects data from each station for efficient planning and operation of the system. This data is used to make decisions on redistribution of cycles around stations during the hours of operations. The Public Bicycle Sharing system will also be integrated with the fare collection system of the upcoming and / or existing public transport system through the ITS system to aid the multimodal integration.

The client has undertaken a planning study for the PBS system in the City of Vizag. WRI India assisted the client in preparing "Public Bicycle Sharing System Planning" for a part of the City (Refer Figure 1). This study is divided into 2 phases and covers an area of around 18 Sq. Km in the central part of the city. This area includes the ABD area as well (6 Sq. Km). Additionally, a larger area has been identified (beyond the planning study area) known as "zone of influence" for PBS system (Refer Figure 1)

The Public Bicycle Sharing System Planning used the following planning standards:

- Minimum system coverage area (km²) = 10
- Station density per km² = 10-16
- Bikes per 1000 resident = 10-30
- Docks per Bike Ration = 1.5 – 2.5 docking spaces

The planning study includes a capacity of:

- Total number of Cycles = 1500
- Total number of Stations = 150
 - Average distance between 2 station = 350 mts
 - Average number of docking stations/km² = 8
 - Coverage area = 18km²

Locations consider – Trip generation points, Trip attraction points, Public Transport nodes

The focus of this RFP is 800 cycles. The service provider is free to establish/identify the 800 cycles and related PBS stops within the zone of influence.

The proposed Public Bicycle Sharing System will have 800 cycles spread over 80 stations across the zone of influence. The project will be implemented by the service provider within

a time period of 24 months of signing the agreement/contract. However, number of cycles and/or stations can be increased with mutual consent of GVSCCL and service provider but within the project budget. Any future expansion of the system can be allowed only with prior approval of GVSCCL. Also, the project can be taken up in phased manner, with mutual consent of GVSCCL and service provider (Phase 1: 450 cycles, Phase 2: 350 Cycles).

Zone of influence area – in addition to the PBS planning study area, the authority has identified a “zone of Influence” for the Public Bike Sharing System. This zone provides an indicative catchment area (outside the 18 sq.km area) that has the potential for a functional PBS. This zone includes major tourist destinations, educational institutes, and prominent areas along the Beach Road etc. The purpose of identifying such an area is to provide flexibility to the service provider in case there is a need to re-allocate/re-locate the station locations identified as part of the planning study (as an alternative to indicative station locations suggested in the planning study or expand the PBS system beyond the 18 sq. km area). The service provider may recommend to GVCCL about the extended PBS potential for the City within the suggested 800 cycles proposed for the PBS system in Vizag Smart City.



Figure 1: Zone of Influence of the Public Bike Sharing (PBS) System

1.6 Project Objectives

The plan to introduce a PBS system in Vizag was conceptualized keeping the following objectives in mind.

- To provide a low-cost, environmentally friendly, non – motorized and sustainable mobility option to Vizag's residents.

- To reduce dependency on automobiles, reduce traffic congestion, vehicle emissions, and demand for motor vehicle parking.
- To complement the public transport system of Vizag.
- To provide greater access to places of interest to national/international tourists as well as citizens of Vizag that is beyond their reach on foot.
- To connect the citizens, especially youth, women and low income groups to opportunities created by the smart city implementation in Vizag, through a PBS system.
- To improve Vizag's image and branding it as a 'Green and Healthy City'.
- To provide an active transport choice that offers both physical and mental health benefits to the residents of Vizag.
- To attract new cyclists by offering a convenient mode of transport that may have been prevented due to lack of ecosystem and infrastructure necessary for the users to adopt and adapt to, such a mode of mobility.
- To generate investment and employment opportunities in the local economy.

1.7 Terms of Payments and Revenue

The terms of payments and revenue would be as detailed below

- a. GVSCCL will provide technical guidance; Space for stations and revenue rights; institutional and policy support; and financial grant against the project's capital cost.

The financial grant amount will be 80% of the total capital cost of the project (Estimated Capital Cost of the Project: 12.0 Crores). Financial Grant will be paid to the service provider in instalments and will be based on timelines that is agreed upon by the Service Provider and GVSCCL.

- b. The contract will be issued to the service provider for a period of 12 years (including time for installation). During this period, the service provider is entitled to:
 - I. Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of cycles to the users.
 - II. Advertisement Revenue/Sponsorship Contract Revenue: The service provider will be given the rights to sell advertisement space on the system and the revenue generated by the Advertisement/ Sponsorship Contract will be paid to the service provider routed through an Escrow Account. This includes advertisement space on cycles and station infrastructure like panels and docks at the station. Alternatively, the service provider may also sell sponsorship contract to the system to a single entity. The sponsorship contract will include not only space on the system but also naming rights to the system. The advertisement rules will be as per the local GVMC rules.

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the GVSCCL.

- III. Annual Cycling Event: The Service provider will be given the rights to conduct an annual cycling event in the city along with GVSCCL. The profits made from this event will also be used by the service provider to run the PBS system.
- IV. O&M Support from GVSCCL: Apart from the Grant against the project's capital cost, 40% of the operating cost incurred by the service provider will be reimbursed by GVSCCL, every three months, given that the service level benchmarks that are defined by GVSCCL are met. The Service level benchmark is mentioned in Section 5.2. The Operating cost is a predetermined fixed amount of money which is the service provider's offer during the competitive bidding process. The amount bid by the service provider should be inclusive of service charges and taxes. However, the O&M costs will be paid based on the no. of cycle's deployed (Pro-rata basis).

The client has identified indicative cycle station locations under its Public Bicycle Sharing System Planning. The service provider shall finalize location for the cycle stations proposed in consultation with GVSCCL.

1.8 Utility Shifting

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

1.9 Right of First Refusal

After completion of Term of Agreement when new PBS Tender is floated, the existing Service provider would be given the Right of First Refusal upon matching the highest bid received by GVSCCL.

2. Scope of work

The contract will be for Design, Procurement, Installation, Operation and Maintenance of the Public Bicycle Sharing System in the city of Vishakhapatnam. Service provider needs to provide integrated and innovative solutions for the Visakhapatnam Public Bicycle Sharing System, including all the hardware, software and system solutions along with operation of the system. The ITS system of the system should be developed in a manner so as to facilitate smooth integration/ syncing in future with the ITS system of other modes of public transport.

The contract will be granted for a period of 12 years with a possibility of a further 2 year extension at the end of the 12 year period, if GVSCCL is satisfied with the service provided by the service provider.

The Service Provider's Scope of work includes:

2.1 Planning and installation

2.1.1. System Planning (12 Weeks)

An indicative list of station location and size of each station will be proposed by GVSCCL. The service provider is required to validate these stations, its locations and give their recommendations on the same which will be duly considered by GVSCCL.

The service provider shall conduct activities not limited to:

- Conduct a PBS validation study including evaluating the station locations and sizes as proposed by GVSCCL, validating each location
- Conduct public outreach and location surveys to evaluate demand within the zone of influence
- Make recommendations on location and size of each station on the system. The final decision on the station location and size rests with GVSCCL.
- Within the scope of this RFP of 800 cycles, the service provider is free to provide recommendations for station locations within the "zone of influence", other than the ones included in the planning study. The final decision on the station location and size rests with GVSCCL.

2.1.2. Station Installation Plans

The Service Provider shall conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Service Provider will submit the proposed station positions and layouts to GVSCCL for approval. The GVSCCL will facilitate Clearing the approved site. Creating a paved, level surface for installation of the Station will be the responsibility of the service provider. GVSCCL will provide necessary support. The Service provider needs to procure and install the station within 24 months of signing of agreement/contract. After installation, the system needs to be tested and launched which is divided into three phases:

Phase 1: On ground Testing (2 Weeks)

A period of two (2) weeks, where the components and systems are tried and tested by the Service Provider. During this period, the system need not be open to the general public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase 2: User Generation Campaign (2 Weeks)

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

Phase 3: Formal Launch of the system

Within 24 months of the date of signing the service contract with GVSCCL, the service provider should formally launch the system. The contract period of the system begins on the day of the Formal launch of the system.

The schedule of 3 phases of installation is given below:

Table 1: Installation Phasing Schedule

Phase	Time Line	Total Cycles	Total Stations
Phase 1: On ground testing	One week before Phase 3*	800	80 (pre-determined number of total stations)
Phase 2: User Generation Campaign	At least 2 weeks before Phase 3*	800	80 (pre-determined number of total stations)
Phase 3: Formal Launch	24 months after signing of Service Provider Contract/ 1 month after launch of on ground testing (whichever is earliest)*	800	80 (pre-determined number of total stations)

*GVSCCL reserves the rights to change the timeline of the system.

2.2 Cycles

2.2.1. Technical standards

- Technical specifications for the cycles should at least meet the "Minimum Technical Standards" as given in Section 3.
- Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between GVSCCL and the Service Provider. The

equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

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

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

The service provider will also make suggestions on the colors and branding of the cycles. These recommendations will be duly considered by GVSCCL. The final decision rests on GVSCCL and no additional branding components of any kind may be added to this design by the service provider.

2.2.2. Number of Cycles- Fleet Size

Procure Cycles as per the authorized fleet size set by GVSCCL- 800 cycles for the PBS System. Each of which shall comply with the technical standards as specified in section 3.

For the 800 cycles of the PBS system, the service provider shall:

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

Where,

r is the average number of Rides during the previous 30 days and

f is the Authorized Fleet during the previous 30 days.

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

2.3 Stations

2.3.1. Technical Specifications

Technical specifications for the station specific hardware and software components of the Public Bicycle Sharing system should at least meet the "Minimum Technical Standards" as given in Section 3.

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

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

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

The service provider will also make suggestions on the colors and branding of the stations. These recommendations will be duly considered by GVSCCL. The final decision rests on GVSCCL and no additional branding components of any kind may be added to this design by the service provider.

2.3.2. Minimum Hours of Operation

- a. The system will run for a period of at least 14 hours every day.
- b. If the Service Provider decides to operate for 14 hours, the hours of operations should be 6:00 am to 8:00 pm.
- c. If the Service Provider decides to expand the number of operating hours beyond 14 hours, then it is mandatory that the time period 6:00 am to 8:00 pm falls within the operating hours of the system

If the Service Provider has any suggestions on change in time of operations, such a request will be put forth to GVSCCL, who will have the final authority to decide.

2.3.3. Number of Stations

80 numbers of Stations is to be installed by the service provider. Each station should comply with the technical standards as specified in Annex A. However if Service Provider wants to increase the number of Station, same can be done at the cost of service provider and a written approval from GVSCCL. Any variation in number of stations shall require prior approval from the GVSCCL

- a. The Service Provider will install Stations as per the time lines.
- b. The number of units required for some of the essential station components/ infrastructure are detailed below in sections 2.3.4 to 2.3.5.

2.3.4. Number of Docks/ Locking posts

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

$$D \geq 1.5 * f$$

Where,

D is the number of docks at each station, designated for the cycles of the system and

f is the authorized fleet at the station

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

$$D \geq 1.5 * F$$

Where,

D is the Total number of docks in the system

F is the Total authorized fleet size for the system

2.3.5. Number of Devices for Card verification

This is the hardware required by the station attendants to validate the user into the system and out of the system. This system will be connected to the central control system. Functionalities of the equipment is listed in the Technical specifications given in Section 3. There will be at least one device/ station to be handled by station attendants. High priority stations where a higher demand is expected, the Service Provider may decide to provide more attendants and devices. The Service Provider may also decide to procure a few extra devices to act as back up.

2.4 Central Control System

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

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

The service provider should:

- a. Provide for software to aid in monitoring of the system including details like cycle and dock availability at each station.
- b. Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
- c. Software which will be able to help in system planning and expansion.

- d. Procure software and hardware for the processing of customer payments via different modes.
- e. The hardware and software should meet the "Minimum Technical Standards" as given in Section 3.
- f. The Central Control system should be linked to the ITS system of the future/existing public transport system to ensure coordination between both modes.
- g. Provide a physically staffed central control room to house the central control system which will have computer terminals and communications equipment allowing Service Provider staff to monitor system status.
- h. Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by service provider.

2.5 Redistribution

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

2.6 Depots

GVSCCL will facilitate the process of identifying the depot location. It is the service provider's responsibility to recommend feasible location for the depot, provide the adequate Depot space for spare Cycles, Stations, cycles repair, equipment and Parking space for redistribution vehicles. The service provider shall cover the costs of Depot space.

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

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

2.7 Registration of Users

Registration is a necessary pre-condition to gain access to the PBS system. All users are required to register with the system using a valid ID proof. Each user then will be issued a personalized card which will have their name printed on it. Each card is linked to a person's id in the system making it easy for the Service Provider to track the system usage of each user. Linking of individuals to smart cards is necessary for the system to identify and track the user who has borrowed the cycles from the system, thus reducing the probability of theft and vandalism.

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

2.8 Fare Collection System

The Fare collection system of the PBS should be integrated with the fare collection system of the other modes of public transport (Future BRT system / existing bus system). A PBS card holder will be able to recharge the card at any points where future BRT system and bus cards can be recharged. This would include making payments for memberships/ subscriptions and topping up smart cards. PBS registration centers will also be equipped to handle these transactions.

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

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

2.9 User Information System

Service Provider need to develop and Integrated Website for PBS and establish a smart phone app for the system which will help users both static and real time information about the system. Also, if such information is to be integrated with any other system of GVSCCL Service Provider will provide support for same without any extra cost.

2.10 Advertisement Space

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

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but GVSCCL will have the final right of approval on the same. The advertisement rules will be as per the local GVMC rules.

The specifications of the advertisement panel are given in system specifications detailed in section 3.

2.11 Marketing and User Education

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

2.12 Human Resource Plan

The Service provider will

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

2.13 Data Reporting

During the Operation Period:

- a. The Service Provider shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be access by the GVSCCL or its representative. The real-time data shall be in such a format that the GVSCCL shall be able to evaluate the performance of the Service Provider against the Service Levels set forth in this Agreement.
- b. The Service Provider shall no later than 7 (seven) days after the close of each month, furnish to the GVSCCL a monthly report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. This report will help GVSCCL to understand how much service charge accrues to the Service Provider for that month's operation standards.
- c. The Service Provider shall no later than 14 (fourteen) days after the close of each quarter furnish to GVSCCL a Quarterly report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion plans of the system. This will include details of stations with maximum and lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service including potential location where the cycle share can be expanded to.
- d. GVSCCL may request the Service Provider for any additional information other than the real-time data if need be.
- e. GVSCCL will have complete ownership on the data.

2.14 Maintenance

The Service provider needs to ensure that the cycles and all other assets of the system are regularly maintained on a regular basis. The Service provider is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the cycles of the system. The Maintenance checks are not to be conducted during hours of operation of the system.

Cycles which require more than on-station maintenance should be taken to the Depot for repairs and be replaced with cycles from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system.

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

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

2.15 Legal

- a. Bear all applicable National, State and local taxes on purchase of equipment.
- b. Bear all the risk incurred on vandalism of the system- cycles, docks, terminals and other components within the station premises & vandalism and loss of cycle which has been rented out.
- c. Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:

- I. Any Financing Agreements of Laws of India.
- II. Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

3. Minimum Technical Specifications

3.1 Cycle

3.1.1. Cycles for PBS SYSTEM

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

3.2 Station

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

3.3 Docks

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

3.4 Device for Check in and check out/ card verification

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

3.5 Central Control System

S. No	Central Control System- Minimum Specifications
1	Connected to all the registration centers and station check in and check out equipment at the stations
2	Able to compile information at station level and system level
3	Able to track the availability of cycles and docks at each station of the system
4	Able to use the cycle and dock availability information to make decision on redistribution of cycles
5	Able to provide real time information of the system to GVSCCL
6	Able to receive and save all records on a searchable database
7	Guarantees data security as per Indian law and international best practices
8	All data is the property of GVSCCL
9	Central Computer System should be upgraded and maintained daily
10	System is integrated with the ITS system of the existing/future public transport system
11	The Contractor will provide reports to GVSCCL in accordance with an agreed upon schedule or on request.
12	Physically staffed Office space housing the central control system

13	Computer terminals and communications equipment allowing Service Provider staff to monitor system status
14	Call center clause: The service provider shall provide a call center number for queries and feedback for the system.

3.6 Redistribution vehicles

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

3.7 Depots/ Workshop

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

3.8 Registration Centers

S.No.	Registration Centre- Minimum Specifications
1	Enabled to collect ID proofs and other required documents to register a user to the System
2	Enabled with the required equipment or technology to issue a new user id to new customer
3	Enabled to issue personalized cards with user id and information for ID proofs linked to the card.
4	Enabled to collect and return security deposits
5	Enabled to handle card and cash transactions for subscription fees and top up of smart cards.
6	Enabled to link the transactions to the relevant user id.

3.9 User Information System

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

4. Implementation

4.1 Contract Period

This Contract is being granted for the installation and operation of the Vishakhapatnam Public Bicycle Sharing System for a Contract Period of 12 years (Including the time required for system installation). The contract period can be extendable for further two more years. The decision for same will be taken by GVSCCL by seeing the service level benchmarks achieved by the service provider in preceding years.

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

4.2 On Ground Testing

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

- a. Staff required for operations and maintenance of the stations which are being tested.
- b. At least 10 Stations (min 50 Cycles), the Control Centre, and a Depot for the purpose of training and testing of operations.

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

4.3 List of Indicative Deliverables

The selected Service Provider should submit an indicative timeline to GVSCCL on the deliverables of the system. The timelines should be such that the Service provider is able to start the operations of the system within 24 months of signing the contract.

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

5. Payment to the Service Provider by GVSCCL

5.1 Capital Cost Payment

The grant Funding provided by GVSCCL will be paid to the service provider in three installments by GVSCCL. This is based on the timelines as mentioned in section 4.3.

The ownership of the system hence lies with GVSCCL.

5.2 Operating cost Payment

The Operating Cost of the system is to be borne by the Service Provider. However a part of the operating cost will be reimbursed by GVSCCL to the service provider if service level benchmarks are met. The operating cost is pre-determined based on the operating cost bid of the service provider in the competitive bidding process. The total installation period is 24 months. However, if the installation is completed before the stipulated time and the system is operational, then the O&M cost of the operational system in such period shall be paid on pro-rata basis of the first year quoted rate for O&M.

The service provider may claim service charge against the parameter on Awareness (Trial Users) only for the first 18 months of operations or until the Service Provider has claimed the service charge against the parameters on Usage (Ridership Levels & Memberships), whichever is earlier. The service provider may each month either claim service charge on meeting parameters on Usage or parameters on Campaign but can't charge both together.

The payment due to the service provider from GVSCCL will be paid out on a quarterly basis. The payment will be made by GVSCCL within 30 working days of receipt of the quarterly performance report from the Service provider. All payments shall be made through electronic transfer by GVSCCL to the designated account of the Service Provider after deducting any tax deductions at source that GVSCCL may be obliged to deduct under Indian law.

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

	S. No:	Performance Indicator	Explanation	Time	Acceptable Service Level	Compensation-Meeting the standard
Bicycle Distribution	1	High priority stations*- empty, peak hours	Percent of the time that high- priority stations are empty during peak hours	7am - 10 am & 4pm-7pm everyday	Should be less than 5% of the total time of operation	5% of the Operating Cost/ month
	2	High priority stations- empty, non- peak hours	Percent of the time that high- priority stations are empty during peak hours	Operating hours excluding peak hours	Should be less than 10% of the total time of operation	2.5% of the Operating Cost/ month
	3	Low priority stations- empty, peak hours	Percent of the time that high- priority stations are empty during peak hours	7am - 10 am & 4pm-7pm everyday	Should be less than 15% of the total time of operation	2.5% of the Operating Cost/ month
	4	Low priority stations- empty, non- peak hours	Percent of the time that high- priority stations are empty during peak hours	Operating hours excluding peak hours	Should be less than 20% of the total time of operation	2.5% of the Operating Cost/ month
Availability	5	Bicycle Availability	Average cycle fleet available per day	At 6 am or when the operations start in the day	Should always be 95% or more of the total authorized	2.5% of the Operating Cost/ month
	6	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 100% of the agreed hours of operations (unless permission has been granted by GVSCCL for otherwise)	2.5% of the Operating Cost/ month

Registration	7	Registration of Members	% of valid applications and registrations that are processed and membership issued within a day	All through the month	90% of all valid applications will have to be processed within 1 day of receipt of application	2.5% of the Operating Cost/month
	8	Registration of Non Members or Renewal of Membership or Top up of smart cards	% of valid applications for non-members, renewals and top of smart cards within half an hour	All through the month	90% of all applications will have to be processed within half an hour	2.5% of the Operating Cost/month
Maintenance	9	Availability of the Website and smart phone app	% of total time in a month when website and smart phone app is not available	All through the month	The website and smart phone app are available for at least 90% of the time during the entire month	2.5% of the Operating Cost/month
	10	Maintenance Schedule	Following the pre-determined maintenance schedule	All through the month	The maintenance schedule is followed more than 90% of times as pre-determined	2.5% of the Operating Cost/month
Usage	11	Ridership Level	Average ridership of the system per cycle/ day	All through the month	If the average ridership in the system is more than 4/ cycle/day	5% of the Operating Cost/month
	12	Memberships	Total Memberships/ month	All through the month	If the total no: of memberships for the system is 750 members or more	5% of the Operating Cost/month
Awareness	13	Trial Users	No. of people who were riding during the trial riding sessions/ no: of unique trial sessions	All through the month	If the total no.of trial users is more than 500 unique users/ month & more than 10 trial sessions/ month with different groups	2.5% of the Operating Cost/month

Note – The O&M costs will be paid based on the no. of cycle's deployed (Pro-rata basis).

5.3 Revision of Service Charge

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

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

Where

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

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

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

Where

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

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

5.4 Damages

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

Damages due to negligent driving or accidents by Service Provider personnel or authorized representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Service Provider. GVSCCL has no liability for such infractions.

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

5.5 Escrow Account

- 5.1.1. The Service Provider shall, prior to the Provider Agreement and with 30 days of the issue of Letter of Acceptance, open and establish an Escrow Account with a Bank (the "Escrow Bank").
- 5.1.2. The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Service Provider, GVSCCL, the Escrow Bank and the lenders for the project, in the format set forth in Annexure - X.
- 5.1.3. All payments, receipts and other monetary transactions related to the project by both GVSCCL and the Service Provider, shall be carried out through the Escrow Account.

6. Summary of Responsibilities

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

6.1 GVSCCL

- a. Planning study including identification of indicative Station locations and sizes
- b. Providing a provision for station locations in the "zone of influence"
- c. Review and approval of Service Provider plans for station siting.
- d. Provision of space for Stations.
- e. Facilitate in getting rental space required for the Central Control system.
- f. Facilitate in getting clearance and approval from all the required authorities for installation and operation of the system.
- g. Approval of System branding and naming/ advertisements on the system.
- h. Review of Service Provider plans operation and maintenance including plan for redistribution of cycles.
- i. Review of quarterly operations report and Fare box revenue.
- j. Compensation of Service Provider based on service level benchmarks and penalties.
- k. Provision of rights to the Service provider to conduct an annual cycling event in Vishakhapatnam along with GVSCCL.

6.2 Service Provider

- a. Procurement of Hardware: Cycles + Stations (Terminals + Docks/ locking posts + Device for card verification)
- b. Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- c. Planning of Stations: Location of stations and Station siting Plans
- d. Installation of stations including clearing the approved site. Creating a paved and level surface
- e. Procurement of Dedicated Vehicles for redistribution and Daily redistribution of cycles
- f. Regular Maintenance of Stations and Cycles.
- g. Identifying the depot location. Establishing and Operating Depots/Workshop for repair of cycles and other system parts and storage of spare parts and back up cycles.
- h. Registration of Users at notified registration centers.
- i. Collecting fare box revenue.
- j. Selling advertisement space on the station.
- k. Co-organizing an annual cycling event in Vishakhapatnam along with GVSCCL to promote cycling.
- l. Provision of Website and Smart Phone App for the system
- m. An ITS system which will fully integrate with the existing ITS system of the existing / future public transport system.
- n. Marketing & User Information- Before Launch and during operations
- o. Planning and hiring adequate staff with the right capabilities.
- p. Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- q. Legal – Insurance of Bicycles, Stations and Public Liability Insurance Policy (all risk of vandalism on Service Provider)

7. Bidding Process

7.1 Bid Process-Steps

All bidding procedure will be as per the date mentioned in data sheet (As per data sheet in section 2)

7.1.1. Pre Bid Meeting

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

7.1.2. Opening of Technical Bid - The Technical Evaluation

Technical Bids of all bidders shall be opened by GVSCCL in the presence of Bidders' representatives who choose to attend the opening of Technical Bid as mentioned in RFP Data Sheet & Timelines. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for GVSCCL, the Bids shall be opened at the appointed time and location on the next working day.

7.1.3. Announcement of Bids

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

7.1.4. Technical Bid Presentation

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

7.1.5. Opening of Financial Bids

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

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

7.1.6. Completeness of Bids & Rectification of Errors

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

7.1.7. Clarification of Bids

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

7.1.8. Rejection of Bid

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

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

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

7.2. Bid Process- Evaluation

The technical bids are first evaluated and ranked before the financial bids are opened. The final decision is based on a combined score of technical and financial bid. The process is detailed out below.

7.2.1. Technical Qualification Criteria

The Bidder/s should

- A. Prior Experience: Have prior experience in the operation of Cycle Sharing Systems as detailed below:
 - Prior Experience of operations of at least one cycle sharing systems, each of which has been operational for a consecutive period of one year anytime during the past three years AND
 - Experience of operations of cycle sharing systems with a combined fleet of 200 cycles, each of which has been operational for a consecutive period of one year anytime during the past three years, through an explicit contract/concession

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

7.2.2. Financial Qualification Criteria:

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

- The Bidder shall provide the financial capability like Turnover, Net worth and working capital details etc.

Note: - Last two financial year balance sheet and IT return shall be reckoned as F.Y. 2015-16 and 2016-2017.

The aggregate turnover of a JV/consortium would be considered for the purpose of compliance with financial qualification criteria. In case of JV/consortium only those members shall be considered who hold 11% or more equity.

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

For the purposes of compliance with both technical and financial Qualification criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above.

7.2.3. Evaluation of Technical Bids

The methodology for evaluation of Technical bids is given below:

S.NO.	Parameter	Description	Score
1	Cycle (PBS System)	Aspects of the Cycle Design over and above the minimum specified requirements that result in	10

		<p>improvements for the user, the Service Provider or GVSCCL.</p> <p>Examples of such aspects include, but are not limited to:</p> <ul style="list-style-type: none"> • Lightweight Cycles. • Embedded GPS Devices. 	
2	Station	<ul style="list-style-type: none"> • Aspects of the Station Design over and above the minimum specified requirements that result in improvements for the user, the Service Provider or GVSCCL. • Simple attractive design of the station • Simple attractive design of station and/or amenities 	10
3	User Interface & Experience	<ul style="list-style-type: none"> • Aspects of user interface at the station and smart phone app and the user's experience in using the system which is better than the minimum stands specified. • Info graphic representation of user information. • Extra functionalities on the smart phone app 	10
4	ITS Strategy	<ul style="list-style-type: none"> • Aspects of the ITS system which is over and above the minimum specified qualification. Enabled to integrate with other new modes of transport. • Reporting structure which aids in planning for expansion. • Reporting structure which helps GVSCCL to monitor service level benchmarks with no manual inspection. • Incorporation of innovative smart solutions for ease of functionality for the end user 	10
5	Awareness and User Generation Campaign	<p>The methodology for awareness and user generation including:</p> <ul style="list-style-type: none"> - Innovative methods used for generation of user interest and the target groups for each campaign - The rationale for choosing the methods - The detailed plan along with time lines for the Campaign 	10
6	Operations Plan + HR	<ul style="list-style-type: none"> • Aspects of the Operations and HR plan which is over and above the minimum specifications. • Efficient plan on redistribution of cycles. • Use of environment friendly vehicles for cycle distribution. 	10
7	Prior Experience	<ul style="list-style-type: none"> • If the Bidder or bidder consortium/JV has had any experience in • PBS planning and operation. • Other Cycle related businesses. • Planning and operation of any other public transport systems in India. • Operating fare collection and ITS systems for mass transit in India 	15
8	Technical Presentation	<ul style="list-style-type: none"> • Demonstrate the solution in real life scenario. • Understand the system's features in greater detail. • Understand the proposed system's fit to 	10

		<p>GVSCCL's requirements</p> <ul style="list-style-type: none"> • Demonstrate innovative ideas for future functional expansion • How the fare collection system will be integrated with the fare collection system of other modes of public transport <p>Approach and Methodology.</p> <ul style="list-style-type: none"> • Project plan. • Technical solution proposed in the technical bid. 	
9	Financial evaluation	<ul style="list-style-type: none"> • Annual Turnover 1 - 2crores (2.5Marks) • Annual Turnover 2 - 5 crores (5 Marks) • Annual Turnover 5 crores and above (7.5 Marks) & • Net worth 1- 5 Crore (2.5 Marks) • Net worth 5- 10 Crore (5 Marks) • Net worth 10 Crore and above (7.5 Marks) 	15

All bidders will be evaluated on the Technical bid and the presentation on the bid.

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

- I. Bidders scoring less than 70% (Seventy percentage) in the Technical Bid evaluation are immediately disqualified.
- II. Among Bidders who score higher than 70 % (Seventy percentage) will be eligible and short-listed for the financial evaluation.

7.2.4. Evaluation of Financial Bids

- a. Commercial Bids of only top bidders who have obtained 70 % (Seventy percentage) or above marks in the technical bid evaluation process will be opened.
- b. Financial score only for the Supply and installation and Operation & Maintenance cost bid will be calculated.
- c. The lowest financial proposal should be given a financial score of 100 points. The financial scores of other proposals should be determined proportionately.

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

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

Where,

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

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

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified

Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

Commercial Bid Rejection Criteria:

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

7.2.5. Combined Score

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

After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and commercial parameter. The weightage of the technical and commercial parameter will be in ratio of 70:30 respectively.

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

$$\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score of Operating Cost Bid} \times 0.30)$$

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

8. General Instructions to Bidders

8.1 *Due Diligence*

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

8.2 *Cost of Bidding*

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

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

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

Office of GREATER VISHAKHAPATNAM SMART CITY CORPORATION LIMITED (GVSCCL),

Managing Director, GVSCCL

Room No 306, Tanneti Bhavan, Asilmetta,

Visakhapatnam, Andhra Pradesh, India, Pin – 530003.

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

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

8.3 Pre-Bid Meeting

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

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

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

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

8.4 Amendment of Bidding Documents

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

8.5 Preparation of Bids

8.5.1. Language of Bid

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

8.5.2. Bid Currency

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

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

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 12,00,000/- (Rupees Twelve lakh only) (hereinafter referred to as "Bid Security" or "EMD") shall be submitted online to GVSCCL's bank account.

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

8.5.4. Condition on Bidders

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

The following conditions for consortiums shall apply:

- a. A consortium agreement which specifies the exact members of the consortium provided in the format given in Annexure G.
- b. Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- c. A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with GVSCCL. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied with this RFP.
- d. The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
- e. In case of the Service Provider being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the

duration period of the Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company.

The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.

- I. A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- II. Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- III. Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle GVSCCL to reject the Bid in its sole discretion.
- IV. GVSCCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

8.5.5. Authentication of Bid

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

8.5.6. Validation of interlineations in Bid

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

8.5.7. Number of Copies of Bid

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

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

8.5.8. Sealing and Marking of Bids

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

8.6 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

8.6.1. Technical Bid with Bid Security

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

8.6.2. Financial Bid

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

8.7 Period of Validity of Bids

8.7.1. Validity Period

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

8.7.2. Extension of Period of Validity

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

8.7.3. Mailing Address for Bids

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

Office of GREATER VISHAKHAPATNAM SMART CITY CORPORATION LIMITED (GVSCCL),

Managing Director, GVSCCL

Room No 306, Tanneti Bhavan, Asilmetta,

Visakhapatnam, Andhra Pradesh, India, Pin – 530003.

8.8 Deadline for Submission for Bids

8.8.1. Last Date and Time for Submission

The bid must be submitted in physical form (hard copy) and should be hand delivered or sent by registered post, speed post or courier on the GVSCCL office address as mentioned in the RFP at the specified dates as mentioned in data sheet of RFP Document.

8.8.2. Extension of Deadline for Submission of Bids

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

8.9 Modification and Withdrawal of Bids

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

8.10 Bid process – Discharge of Bid Security

8.10.1. Discharge of Bid Security of Other Bidders

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

8.10.2. Discharge of Bid Security of Service Provider

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

8.10.3. Forfeiture of Bid Security

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

- a. If a Bidder withdraws the proposal during the period of Bid validity after the Bid due date, or
- b. In the case of the Bidder selected to be the Service Provider, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

8.11 Signing of Provider Agreement

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

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

8.12 *Annulment of Award*

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

8.12.1. Failure to abide by the Provider Agreement

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

8.13 *GVSCCL's right to accept or reject any and/or all Bids*

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

9. General Conditions of Contract

9.1 Application

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

9.2 Standard of Performance

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

9.3 Use of Provider Agreement & Information

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

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

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

9.4 Indemnity

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

9.5 Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance from the Authority, Service Provider shall furnish a performance guarantee to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Schedule-G (the "Performance Security") for an amount equal to 10% (ten percent) of the Contract Price for Public Bicycle Sharing System with 800 cycles and 80 Stations. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque.

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

The Bid Security submitted by the Service Provider shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex F of this RFP.

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

9.6 Representations and Warranties

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

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

Service Provider hereby represents and warrants that neither any component of the Public Bicycle Sharing System nor any use thereof by GVSCCL will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

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

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

9.7 Assignment

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

9.8 Delay in providing the Public Bicycle Sharing System

The Service Provider shall ensure that the Public Bicycle Sharing System is provided to GVSCCL as per the time schedule given in the Service Provider Agreement and / or any amendments

thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of GVSCCL:

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

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

9.9 Quality check & acceptance of equipment

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

9.10 Liquidated Damages

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

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

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

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

GVSCCL reserves the right to inspect/ arrange inspection of any all relevant documents / records of business operations / records including the books of accounts of statutory payments like PF, ESIC,

Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Public Bicycle Sharing System, through an authorized agent or representatives. GVSCCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist GVSCCL in such inspections.

9.11 Ownership & Protection of Property/Data

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

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

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

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

9.12 Confidentiality Obligations of Service Provider

9.12.1. Confidential Information

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

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

9.12.2. Confidential Exceptions

Confidential Information shall not include information which:

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

9.12.3. Period of Confidentiality

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

9.13 Force Majeure

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

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

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

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

- a. Earthquake, flood, inundation and landslide
- b. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- d. Acts of terrorism;
- e. Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- f. Break down of the Plant or any part thereof
- g. Action of a Government Agency having Material Adverse Effect including by not limited to

- I. Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Public Bicycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - II. Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound
- h. Early termination of this Agreement by GVSCCL for reasons of national emergency or national security.
 - i. War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

9.14 Termination due to Force Majeure Event

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

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

9.15 Events of Default and Termination

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

9.15.1. Service Provider Event of Default

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

- a. Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- b. A resolution for voluntary winding up has been passed by the shareholders of Service Provider

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

9.15.2. GVSCCL Event of Default

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

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

9.15.3. Termination due to Event of Default

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

- a. invoke the Performance Guarantee and/or
- b. take any other action including provisioning of the equipment of the Cycle Sharing System through any replacement service provider selected by GVSCCL in its sole discretion at the risk and cost of the Service Provider, and/or
- c. take over the entire infrastructure developed by the Service Provider for the Public Bicycle Sharing System or any part thereof and / or
- d. Negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by GVSCCL, at GVSCCL's sole discretion.

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

9.16 Termination for GVSCCL Event of Default

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

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

9.17 Termination for Insolvency, Dissolution, etc.

GVSCCL may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of GVSCCL. Notwithstanding the generality of the foregoing, GVSCCL reserves the right to invoke the Performance Guarantee and/or take any other action including infrastructure developed by Provider for the Public Bicycle Sharing System or any part thereof, and/or negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by GVSCCL, in GVSCCL's sole discretion.

9.18 Suspension

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

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

9.19 Arbitration

If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam", or the rights, duties or liabilities of any Party under the PBS Agreement, whether before or after the termination of the PBS Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by The MD, Greater Vishakhapatnam Smart City Corporation Limited (GVSCCL), Vishakhapatnam and two other authorized members of the organization. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the MD, GVSCCL, Government of Andhra Pradesh, whose decision in this regard shall be final and binding on both the Parties.

9.20 Jurisdiction

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

9.21 No Waiver of Rights and Claims

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

Annexure A. Format for Technical Bid

The Bidder will provide detailed explanation on all 7 aspects on which Technical bid will be evaluated. The Bidder may use graphical representation/ descriptive explanations/ any other format to showcase their technical bid.

Annexure B. Format for Financial Bid

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

Office of GREATER VISHAKHAPATNAM SMART CITY CORPORATION LIMITED (GVSCCL), Managing Director, GVSCCL Room No 306, TennetiBhavan, Asilmetta, Visakhapatnam, Andhra Pradesh, India, Pin – 530003.		
Firm's Name:		
Tender Description: "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam"		
Description	Cost Excluding Service Tax (Amount Should Be In Figure as Well as in Words)	Presently Applicable Service Tax
(A)	(B)	(C)
A. Supply and Installation of Public Bicycle Sharing System (in Rs.)		
B. Operation and maintenance cost (in Rs.)		
1 st Year O&M Cost (in Rs)		
2 nd Year O&M Cost (in Rs)		
3 rd Year O&M Cost (in Rs)		
4 th Year O&M Cost (in Rs)		
5 th Year O&M Cost (in Rs)		
6 th Year O&M Cost (in Rs)		
7 th Year O&M Cost (in Rs)		
8 th Year O&M Cost (in Rs)		
9 th Year O&M Cost (in Rs)		
10 th Year O&M Cost (in Rs)		
Total Cost (Supply and Installation+ 10 years O&M Cost)(in Rs)		

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

SIGNATURE OF THE TENDERER(S)

With Seal

Name: _____

Full Address: _____

Annexure C.: Fare Structure

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

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

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

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

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

Three types of membership will be offered in the system.

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

The proposed subscription fee for each membership is given below:

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

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

Time	Non Member- User Fees (Rs.)	Member- User Fees (Rs.)
0-30 mins	10	0
30 mins- 1 hours	15	
1 hour- 2 hours	20	
2 hours- 3 hours	50	
3 hours- 4 hours	100	
4 hours- 6 hours	175	
6 hours- 8 hours	250	
>8 hours	350	

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

Annexure D. Format for Letter of Application

(On Letter Head)

Date: _____

To,

Managing Director, GVSCCL
Room No 306, Tanneti Bhavan, Asilmetta,
Visakhapatnam, Andhra Pradesh, India, Pin – 530003.

Sir,

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

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

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

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

This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by GVSCCL.

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

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

The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by GVSCCL.

The Bid Purchase amount of Rs. 20,000/- (Rupees Twenty Thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number _____ dated----- of bank drawn in favour of "Managing Director, GVSCCL" and payable at Vishakhapatnam (in the event that the RFP has been downloaded in electronic form)

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

Signed

[Name]

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

Annexure E. Example of Bank Guarantee

If the performance guarantee is set as Rs. 1,00,00,000 (Rs. One Crore), the performance guarantee required by GVSCCL over the contract period is as follows:

S.No.	Performance Guarantee Validity	Performance Guarantee Amount (Rs.)
1	From the point of signing the contract to end of supply installation period (24 Months)	10 % of Contract price
2	Year 1 of operations	10% of Total amount of O&M contract (10 years)
3	Year 2 of operations	2/10% of Total amount of O&M contract (10 years)
4	Year 3 of operations	3/10% of Total amount of O&M contract (10 years)
5	Year 4 of operations	4/10% of Total amount of O&M contract (10 years)
6	Year 5 of operations	5/10% of Total amount of O&M contract (10 years)
7	Year 6 of operations	6/10% of Total amount of O&M contract (10 years)
8	Year 7 of operations	7/10% of Total amount of O&M contract (10 years)
9	Year 8 of operations	8/10% of Total amount of O&M contract (10 years)
10	Year 9 of operations	9/10% of Total amount of O&M contract (10 years)
11	Year 10 of operations	10/10% of Total amount of O&M contract (10 years)

Annexure F. Format for Performance Guarantee

(For "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam")

(To be issued by a Scheduled Commercial Bank (Licensed by RBI) in India)

THIS DEED OF GUARANTEE executed on this the day of 2017 atby -----(Name of the Bank) having its Head/Registered office at -----and a Branch Office athereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favor of the Managing Director (MD) , Greater Vishakhapatnam Smart City Corporation Ltd. (GVSCCL),Room No 306, Tenneti Bhavan, Asilmetta, Visakhapatnam, Andhra Pradesh, India, Pin – 530003,hereinafter called "GVSCCL" (which expression shall include its successors and assigns);

WHEREAS

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Contract Agreement during the „Contract Period“.

3. The Guarantor shall, without demur, pay to GVSCCL sums not exceeding in aggregate Rs. (Rupees _____ only) within five (5) days of receipt of a written demand thereof from GVSCCL stating that the Company has failed to meet its performance obligations under the Concession Agreement during the „Contract Period“*. The Guarantor shall not go into the veracity of any demand made by GVSCCL and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.
4. In order to give effect to this Guarantee GVSCCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by GVSCCL or any indulgence shown by GVSCCL to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by GVSCCL or any indulgence shown by GVSCCL, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.
7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED by -----Bank by the hand of Shri -----
----- it'sat its Head Office / Branch Office and authorized official

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

Annexure G. Format for General Information

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

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

Annexure H. Format for Undertaking

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

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

.

Annexure-I . Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Dated this _____ day of _____ 2017

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

Whereas the GVSCCL ("GVSCCL") has invited applications from interested parties for the Vishakhapatnam Public Bicycle Sharing System (hereinafter referred to as "the Project"),

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

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

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

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

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

In witness hereof we have signed this deed on this _____ day of _____ 2017.

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

Memorandum of Understanding

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

Whereas the GVSCCL has invited tenders from the interested parties for the Vishakhapatnam Public Bicycle Sharing System.

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

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

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

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

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

In witness hereof we have signed this deed on this _____ day of _____.

[Signature]

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

[Signature]

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

Notes

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

- The agreements are to be executed by the all members in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney

Annexure J: ESCROW Agreement

(See **Clause x.1**)

THIS ESCROW AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

1. [****], a [company incorporated under the provisions of the Companies Act, 2013 or] [a proprietary firm or] [a partnership firm] or [a cooperative society] and having its registered office at **** (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes)⁺;
2. **** [name and particulars of the Escrow Bank] and having its registered office at **** (hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and
3. The Managing Director, Greater Visakhapatnam Smart City Corporation Limited, Visakhapatnam, Andhra Pradesh and having its principal offices at Tenneti Bhavan, Asilmetta Junction, Visakhapatnam, 530002, Andhra Pradesh, India (hereinafter referred to as the "GVSCCL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) acting for and on

WHEREAS:

- (A) The GVSCCL has entered into an Agreement dated.....with the Service provider ("Provider Agreement") for the Project of Installation and Operation of Public Bicycle Sharing System in Vishakhapatnam, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) The Provider Agreement requires the Service Provider to establish an Escrow Account, inter alia, on the terms and conditions stated therein

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Provider Agreement" means the Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Service Provider, and shall commence from the date on which a notice is delivered by GVSCCL to the Service Provider asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Provider Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Provider Agreement.
- 1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

2. ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

- 2.1.1 The Service Provider hereby appoints the Escrow Bank to act as trustee for the GVSCCL and the Service Provider in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Service Provider hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the GVSCCL and the Service Provider, and applied in accordance with the terms of this Agreement. No person other than the GVSCCL and the Service Provider shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Service Provider or GVSCCL with the Escrow Bank. In performing its functions and duties under

this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the GVSCCL and the Service Provider or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 15 (fifteen) days from the date of this Agreement, and in any case prior to the Date of entering into the Provider Agreement, the Service Provider shall open and establish the Escrow Account with the(name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Service Provider shall, after consultation with GVSCCL, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Service Provider. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the GVSCCL and the Service Provider in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the GVSCCL and the Service Provider shall have no other rights against or to the monies in the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Service Provider

3.1.1 The Service Provider agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- (a) all monies received in relation to the Project from any source, including Lenders of Subordinated Debt and the GVSCCL;
- (b) all funds received by the Service Provider from its share-holders, in any manner or form;
- (c) all revenues received by the Service Providers in relation to the Project, such as those from Fare box, Advertisement/Sponsorship Contracts, Cycling Events, O&M Support etc.
- (d) any User Charges, deposits or capital receipts, as the case may be, from or in respect of the Project; and
- (e) all proceeds received pursuant to any insurance claims.

3.1.2 The Service Provider may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the GVSCCL

The GVSCCL agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) Grant amounting to 80% of the total capital cost of the phase
- (b) O&M Support amounting to 40% of the operating cost for the quarter
- (c) any other monies due and payable to the Service Provider;
- (d) Termination Payments, if any:

Provided that the GVSCCL shall be entitled to appropriate from the aforesaid amounts, any Revenue Share due and payable to it by the Service Provider and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Service Provider in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Contract Period

4.1.1 At the beginning of every month, or at such shorter intervals as GVSCCL and the Service Provider may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) All taxes due and payable by the Service Provider for and in respect of Project;
- (b) all payments relating to installation and commissioning of the Project subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) all payments and Damages certified by the GVSCCL as due and payable to it by the Service Provider pursuant to the Provider Agreement;
- (e) any other amounts due and payable to the GVSCCL;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) monthly proportional provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (h) any reserve requirements set forth in the Financing Agreements; and
- (i) balance, if any, in accordance with the instructions of the Service Provider

4.1.2 Not later than 30 (thirty) days prior to the commencement of each Accounting Year, the Service Provider shall provide to the Escrow Bank, with prior written approval of the GVSCCL, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1;

4.2 Withdrawals upon Termination

Upon Termination of the Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due and payable by the Service Provider for and in respect of the Project;
- (b) any amounts due and payable to the GVSCCL;
- (c) all payments and Damages certified by the GVSCCL as due and payable to it by the Service Provider pursuant to the Provider Agreement, including any claims in connection with or arising out of Termination;
- (d) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in the Provision Agreement;
- (e) Debt Due excluding Subordinated Debt;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under the Provider Agreement; and
- (j) balance, if any, in accordance with the instructions of the Service Provider;

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the GVSCCL may exercise all or any of the rights of the Service Provider during the period of Suspension. Any instructions given by the GVSCCL to the Escrow Bank during such period shall be complied with as if such instructions were given by the Service Provider under this Agreement and all actions of the GVSCCL hereunder shall be deemed to have been taken for and on behalf of the Service Provider.

5. OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Service Provider and/or GVSCCL as to the relevant Payment Dates), the Escrow Bank shall notify the GVSCCL of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Service Provider upon a certificate signed by or on behalf of the Service Provider;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to GVSCCL of any notice or document received by it in its capacity as the Escrow Bank from the Service Provider or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Service Provider of any notice or document received by it from GVSCCL in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Service Provider (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the GVSCCL:

- (a) the Service Provider commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- (b) the Service Provider causes the Escrow Bank to transfer funds to any account of the Service Provider in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Service Provider commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Provider Agreement including Suspension or Termination.

7. TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Service Provider in respect of the debt, guarantee or

financial assistance received by it, or any of its obligations to the GVSCCL remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Service Provider may, by not less than 45 (forty five) days prior notice to the Escrow Bank and GVSCCL, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the GVSCCL and arrangements are made satisfactory to GVSCCL for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Service Provider made on or after the payment by the Service Provider of all outstanding amounts under the Provider Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Service Provider. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. Deleted

8.1 Deleted

9. INDEMNITY

9.1 General indemnity

9.1.1 The Service Provider will indemnify, defend and hold the GVSCCL and the Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Service Provider of any of its obligations

under this Agreement or on account of failure of the Service Provider to comply with Applicable Laws and Applicable Permits.

9.1.2 The GVSCCL will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the GVSCCL to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Service Provider's obligations under the Provider Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the GVSCCL, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Service Provider's obligations under the Provider Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Visakhapatnam and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Visakhapatnam shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The GVSCCL unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or

otherwise) from such proceedings shall be claimed by or on behalf of the Government with respect to its assets;

- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3. Priority of agreements

In the event of any conflict between the Provider Agreement and this Agreement, the provisions contained in the Provider Agreement shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid,

illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be

entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND

SIGNED, SEALED AND

DELIVERED

DELIVERED

For and on behalf of

for and on behalf of

SERVICE PROVIDER by:

GVSCCL by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

SIGNED, SEALED AND

DELIVERED

For and on behalf of

ESCROW BANK by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.