

TENDER DOCUMENT

PUBLIC BICYCLE SHARING SCHEME, ABD AREA, RAIPUR(C.G)



**RFP Number: 011/RSCL/2017-18,
Date: 13-10-2017**

Last Date of Submission: 03-11-2017

Invited by-
Managing Director,
Raipur Smart City Limited (RSCL),
Ground Floor, Outdoor Stadium,
In front of BudhaTalab, Raipur- 492001. C.G.

OFFICE OF THE RAIPUR SMART CITY LIMITED

e-Procurement Tender Notice

Main Portal: <http://eproc.cgstate.gov.in>

NIT NO: 011/RSCL/2017-18,

RAIPUR DATED: 13/10/2017

Online bids are invited for the following of works on Lump sum offer basis up to **03/11/2017 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period
1		Request for Proposal for Design, Installation, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)	3.75 Crore (Excluding O&M)	7.50 Lac	10 Years (including Development Period)

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> and website of Raipur Smart City Limited <https://www.smartcityraipur.org> from 13/10/2017 17:30 Hours (IST) onwards up to 02/11/2017 up to 17:30 Hrs.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

NOTE: -

1. All eligible/interested Bidders are mandated to get enrolled on e-Procurement portal.
2. Bidders can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. **Help Desk** at **Toll Free No. 1800 419 9140** or through Email ID **helpdesk.eproc@cgswan.gov.in**
3. For More Details please download NIT details.

MANAGING DIRECTOR
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)

OFFICE OF THE RAIPUR SMART CITY LIMITED**Notice Inviting Tender**

MD, RSCL invites Online Tenders on Lump sum offer basis on behalf of Raipur Smart City Limited on GoCG e-Procurement System <http://eproc.cgstate.gov.in> from Contractor/firms/institutions having Experience for similar work.

Sr No	System Tender No.	Name of Work	Tender amount	Earnest Money Deposit	Eligible class of contractor/firm	Time Period	Tender Fees + Processing Fees
1		Request for Proposal for Design, Implement, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)	3.75 Crore (Excluding O&M)	7.50 Lac	Open to All Eligible Bidders	10 Years (including Development Period)	Rs. 5,000 + Rs. 311 (APF) non Refundable To be Online Only

1. In order to participate in the tenders floated using the e-Procurement System, all Operator s/bidders are required to get enrolled on the e-Procurement portal.
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered Operator s may obtain information required to issuance of Digital Certificate from **e-Procurement System Help Desk, Toll Free No. 1800 419 9140** or through Email ID helpdesk.eproc@cgswan.gov.in
3. For submitting the bids online, the Operator s/bidders are required to make online payment **(for E-Proc processing Fee and Cost of RFP document)** using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
4. Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the time schedules given under **“Date-Time Detail(s)”**.
5. Tender Fee/Cost of RFP document is to be submitted online only
6. Submission of documents as per Envelope A & B as given in the RFP and FDR/Demand Draft in favour of MD, Raipur Smart City Limited, Raipur payable at Raipur (C.G.), Where applicable, will be accepted by Speed Post or Registry. All these will be submitted at the Office of the Raipur Smart City Limited up to dated 03/11/2017 up to 11.00 hrs.
7. Financial Bid is to be submitted online only. If financial bid is found in hard copy, Bidder’s bid shall be deemed to be rejected.
8. Conditions related to e-Procurement are furnished in Annexure O of tender document and will overrule other conditions wherever applicable/relevant.
9. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
10. The Bidders may refer Help Manual available online to perform their online activities.
11. If there is any amendment in the tender it will be published online only.
12. It is essentially to submit Affidavit worth Rs. 100/- and EMD physical and copy of tender fee online payment by speed post or Registered post only.

MD
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)

KEY DATES

S No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date		13-10-2017	17:30
2	Bid Due Date	Online submission of Bid	03-11-2017	17:30
3		Physical Doc Submission End Date	06-11-2017	11:00
4	Technical Bid Opening Date Online (Scheduled)		06-11-2017	11:30

MANAGING DIRECTOR
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)

Annexure O

Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Operators / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492001 on Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation /responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management /partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / Tender fee (cost of RFP document) using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks/activities and responsibilities to participate in the tender, as all the activities/ tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender documented supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll Free No. 1800 4199140 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHIIPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (hereinafter referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Raipur Smart City Limited or any of their 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 RSCL to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this RFP (the "Bid/ Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by RSCL in relation to the Assignment. 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 RSCL, 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 this RFP, 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

RSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders 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 in bidding process. Though adequate care has been taken in the preparation of this RFP Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

RSCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.

RSCL 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 in any way imply that RSCL is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and RSCL 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 RSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RSCL 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 for 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 an panel composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts

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

“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.

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

“Collection” is a set of processes designed for the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the Cycle Sharing System. “Commencement Date” means the date stipulated by RSCL for commencement of the Cycle Sharing System by the Service Provider under the Service Provider Agreement The Commencement Date will be the first day of the first Payment Period. “Commercial Operations Date” is the actual date on which the Cycle Sharing System will begin to serve users under the Service Contract.

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

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

“Control Centre” means the central facility of the Cycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting,

storing, consolidating, processing the information obtained from various elements of the Cycle Sharing System as well as from users, agents, employees, and service providers.

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

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

“Depot” is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of cycles and stations for the Cycle Sharing System. The depot may be included with the Control Centre or at a different location. “Dock”/ Locking bar means a physical unit for locking a single cycle at a station when the cycle is not in use.

“Fleet” means the number of cycles that are available for use in the Cycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 14 hours during the respective 24-hour period. “Membership” means an agreement between the Service Provider and a customer for a specified period of time in which the customer gains access to the Cycle Sharing System.

“Member” means a customer who has entered a Membership agreement with the Service Provider. “Payment Period” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, a period of three months.

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

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

“RFP” and/”RFP Document” means Request for Proposals and refers to this Document. “Ride” is a trip taken by a registered customer of the Cycle Sharing System in which a cycle is checked out from one Station and returned to another Station.

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

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

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

“Service Provider Agreement” or simply “Provider Agreement” means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between RSCL and the Service Provider through which RSCL will grant the rights to the Service Provider to install and operate the Raipur Cycle Sharing System during the period of the Agreement.

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

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

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

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

“Vandalism” means destruction of or damage to a Project Asset deliberately Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

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

1. INTRODUCTION

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

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

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

The Cycle Sharing System proposed will have 550 Cycles spread over minimum 50stations across the city as mentioned in Annexure K. The project will be implemented by the service provider within a time period of (06) months of signing the bid. However, number of cycles or/and stations can be increased with mutual consent of RSCL and service provider but the cost of the same shall be borne by the service provider.

RSCL hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the Public bicycle sharing System in the city of Raipur ABD area, Chhattisgarh. The terms of payments and revenue would be as detailed below.

The operations contract will be issued to the service provider for a period of 10 year starting from COD. During this period, the service provider is entitled to:

- Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of cycles to the users.
- Advertisement Revenue/ Sponsorship Contract Revenue: The service provider will be given the rights to sell advertisement space on the system. 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.
- Parking Revenue: At all the stations of the system, the excess space available after providing the requisite space for the cycle, docks and other station infrastructure can be used to provide parking facility for 2 wheelers (motorised and non- motorised). The service provider is entitled to the parking revenue made from this Park and Ride facility.
- Cycling Event: The Service provider will be given the rights to conduct cycling events in the city along with RSCL. The profits made from this event will also be used to run the PBS system. Minimum 1 event will have to be conducted per year.
- CSR Funding: The Service provider may be given the rights (**subject to prior written approval of RSCL**) to tap into CSR funding of private organisations to fund the operations of the system.
- The location for the cycle stations will be determined by RSCL in consultation with the selected service provider. The location for the cycle stations is as per Annexure. However the service provider has to check out the feasibility of the individual cycle stations and upon any query has to discuss with RSCL. The final right for the selection of the station will remain with the RSCL.
- Utility Shifting: If any utility shifting is required then the cost of the same shall be borne by the RSCL.
- 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 RSCL.

2. Minimum Eligibility Criteria and Bidding Parameter:

2.1 Minimum Eligibility Criteria

2.1.1 Prior experience in –

- (A) Operations of cycle sharing systems with a combined fleet of 200 cycles, each of which has been operational for a period of one year anytime during the past four years, through an explicit contract/concession.

OR

- (B) Execution or Operation & Maintenance of Public Parking management system with a parking size of 100 No. 4-wheelers and 200 No. 2-wheelers at a time which has been operational for at least two years.

OR

- (C) Operations of cycle transport system with technological interventions like GPS, Vehicle tracking System, online payment mechanism, monitoring and centralized control centre operation and 24x7 Call Centre service etc. The system should be operational for two years as on date.

OR

- (D) Operations of Taxi Rental/ sharing systems with a combined fleet of 100 taxis with technological interventions like GPS, Vehicle tracking System, online payment mechanism, monitoring and centralized control centre operation and 24x7 Call Centre service etc. The system should be operational for two years as on date.

Necessary documentation (like Work Order/ Work Completion certificate/ evaluation report/ license/ photo documentation/ satisfactory work certification etc.) needs to be attached as proof.

Note: In the case/s above, wherever there is a proof required for ensuring certain number, like “xx number of cycle etc”, Bidder must submit Client certificate showing successful completion of such project/s. In case of ongoing project, a Performance certificate needs to be submitted which has a proof fulfilment of these Technical Eligibility criteria. Such Certificate/s should be issued/certified/signed by at least Officer of Executive Engineer/ Project Head level.

2.1.2 Organisational Strength –

- (A) Average annual turnover of more than Rs. 2.00 crores in last 3 financial years.

[Attach audited last 3 financial years financial statement, certified by Chartered Accountant]

- (B) Credit worthiness statement (Solvency Certificate) of more than Rs.4.00 Crores from a Nationalized Bank.

[Relevant Bank certificates to be attached]

- 2.1.3 If the above criteria (2.1.1 and 2.1.2) are not fulfilled by the Bidder, Technical Evaluation will not be made for their Bid.**

2.1.4 If the above criteria (2.1.1 and 2.1.2) are fulfilled by the Bidder, Technical Evaluation of their Bid will be done according to para 8.2.1 of this RFP.

2.2 Financial bids would be ranked as follows:

- (1) All the bidders offering royalty would be ranked from highest to lowest offer.
After these bidders, ranking of the bidders who have demanded annuity would follow
- (2) All the bidders demanding annuity would be ranked from lowest to highest demand.

Tendering Schedule

Sr. No.	Event Description	Date
1	Downloading of RFP document through website	From 13-10-2017 @ 17=30 Hrs to 02-11-2017 @ 17=30 Hrs
2	Last date for receipt of queries	23-10-2017
3	Date of Pre Bid Meeting	25-10-2017
4	Last date of online submission of Proposal	03-11-2017 @ 17.30 Hrs
5	Last Date of Submission of Original documents for EMD (in case of physical submission), Technical Bid and necessary documents required as per this RFP.	06-11-2017 @ 11:00 Hrs
6	Technical Bid Opening Date Online	06-11-2017 @ 11:30 Hrs
7	Financial Bid Opening Date Online	To Be Declared

Cost of RFP Document and EMD:-

1	Cost of RFP Document (Tender Fee)	Rs. 5,000/- (Rs Five Thousand Only) non-refundable, payable ONLINE
2	Earnest Money Deposit	Rs. 7,50,000/- (Rs Seven lac fifty thousand only) in favour of MD, Raipur Smart City Limited, payable at Raipur in the form of Demand Draft / FDR drawn on Nationalised/ Scheduled Bank or Online mode as per e-

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

3 SCOPE OF WORK

The contract will be for Design, procurement, installation, operation and Maintenance of the Cycle Sharing System in the ABD area of Raipur. Service provider needs to provide integrated and innovative solutions for the Cycle Sharing System, including all the hardware, software and system solutions along with operation and maintenance of the system. The ITS system of the system is also required to be tied in / synced with the ITS system of the BRT system in the future.

The Service contract will be granted for a period of 10years subject to terms and conditions of this RFP.

The Service Provider's Scope of work includes:

3.1. Planning and Installation

3.1.1. System Planning

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

The service provider shall conduct activities not limited to:

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

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

3.1.2. Station Installation Plans

The Service Provider will also conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Service Provider will submit the proposed station positions and layouts to RSCL for approval. The RSCL will clear the approved site and create a paved, level surface on which

the Service Provider may install the Station. The system installation will be divided into 3 phases:

Phase 1: On ground Testing

A period of 1 week, where the components and systems are tried and tested by the service 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

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 Raipur in understanding the operations of a PBS and also generate memberships to the system.

Phase 3: Formal Launch of the system

Within (06) months of the date of signing the service contract with RSCL, 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 installation, operation and maintenance of system will work in 2 phases, given below:

Phase	Work	Time Line	Total Cycles to be deployed	Total Stations to function
1	On ground testing AND User Generation Campaign	6 months* from the date of signing agreement or issue of "Notice to Proceed for Phase-1" by RSCL, whichever earlier	200	30 more or less
2	On ground testing AND User Generation Campaign	3 months* after successful completion** of first phase and on issue of "Notice to Proceed for Phase-2" by RSCL to Concessionaire	350	20 more or less

*RSCL reserved the rights to change the timeline of the system.

** Whether the Phase-I is successful or not, will be decided considering a maximum period of completion of one year from go-live or such lesser period as decided by RSCL for phase-I. In case Phase-1 goes unsuccessful, RSCL may decide the way-forward, according to para 10.8, 10.16.1,

10.16.3 and all relevant clauses of his RFP. Same clauses will also apply even case where the reason of the project not being successful was not due to default of the Service provider.

3.2. Cycles

3.2.1. Technical standards

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

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

Should RSCL 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 RSCL. After receiving approval on the final design, the Service Provider may proceed to manufacture/ acquire the rest of the Cycles and Stations.

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

3.2.2. Number of Cycles- Fleet Size

- Procurement of 550cycles as per the authorized fleet size set by RSCL will be done in two (2) phases- in Phase-1: 200 Cycles and in Phase-2: 350 Cycles. Each cycle shall comply the technical standards as specified in Annex A.
- Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- The authorised fleet will be provided and maintained by the service provider as per the timelines agreed.

A review of the Authorised size of the system will be triggered at any point the average number of rides in the system crosses the condition given below:

If $r / f > 6$, the Authorised Fleet size can be increased by an increment specified by RSCL within 60 days from such date as mutually agreed between RSCL and the Service Provider

If $r / f \leq 6$, the Authorised Fleet will remain the same.

Where,

r is the average number of Rides during the previous 30 days and f is the Authorised Fleet during the previous 30 days.

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

3.3. Stations

3.3.1. Technical Specifications

Technical specifications for the station specific hardware and software components of the Cycle Sharing system should at least meet the “Minimum Technical Standards” as given in Section 4.

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

The Service Provider will present prototype Station for the Cycle Sharing System to RSCL for inspection. RSCL 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 RSCL.

Should RSCL 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 RSCL. After receiving approval on the final design, the Service Provider may proceed to manufacture/ acquire the rest of the Cycles and Stations.

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

3.3.2. Minimum Hours of Operation

This operation shall run for 24 hrs.

3.3.3. Number of Stations

Total 50 numbers of Stations are to be installed by the service provider. Each station should comply with the technical standards as specified in section 4. 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 RSCL. The location for the cycle stations will be determined by RSCL in consultation with the selected service provider under

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

3.3.4. Number of Docks/ Locking posts

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

$$D \geq 1.5 * f$$

Where,

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

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

$$D \geq 1.5 * F$$

Where, D is the Total number of docks in the system F is the Total Authorised Fleet size for the system

3.3.5. Number of Devices for Card verification

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

3.4. Central Control System

The service provider should provide for a Central Control System (integrated with Integrated Command & Control Centre) 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 RSCL's single point of contact to enable RSCL to coordinate with the Service Provider in the course of the day-to-day operation and management of the Cycle Sharing System by RSCL. The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and RSCL.

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

The service provider should:

- Provide for software to aid in monitoring of the system including details like cycle and dock availability at each station.
- Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
- Software which will be able to help in system planning and expansion.
- Procure software and hardware for the processing of customer payments via different modes.
- The hardware and software should meet the "Minimum Technical Standards" as given in Section 4.
- The Central Control system should be linked to the ITS system of the BRT system to ensure coordination between both modes – subject to feasibility
- Provide a physically staffed central control room to house the central control system which will have computer terminals and communications equipment allowing Service Provider staff to monitor system status.
- Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by service provider.

3.5. Redistribution

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

3.6. Depots/ Workshops

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

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

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

3.7. Registration of Users

Registration is a necessary pre-condition to gain access to the PBS system. The registration shall be done either through mobile app and it can be done physically also. App user shall download the Raipur Smart City app and register them by uploading proper id proof/document for the purpose of user identification. Non app user shall have to physically go to the registration centre with the valid id required for the registration. Each user then will be issued a smart card. Each card is linked to a person's id in the system making it easy for the operator to track the system usage of each user. Linking of individuals to smart cards to 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.

Service provider has to integrate the service with the Raipur Smart city mobile application integrated with Mobile Wallet which is built for the Raipur Smart city for the purpose of making it a common platform for making payment of most of the services.

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

3.8. Fare Collection System

Fare collection of PBS shall be processed through two methods

- 1) Users possessing smart phones whilst installing the appropriate app.

For app users the service charge for the PBS will automatically gets deducted from the integrated mobile wallet service provided with the Raipur Smart City app.

2) Users seeking the use of Smart card.

The operator has to set up a registration centre/ some manned stations in the city where the user has to go along with their valid identity proof for the registration. The Smart card shall be provided to the user after proper verification of their identity for accessing the PBS.

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

The Fare structure, Membership fees and usage fees have been determined by RSCL 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 is 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 revised with the written approval by RSCL.

3.9. User Information System

Service Provider need to develop an Integrated Website for PBS and integrate the facility with the app 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 RSCL Service Provider will provide support for same without any extra cost.

3.10. Advertisement Space

The rights to advertising, sponsorship, naming and branding rights associated with the system will be given to the service provider only during the project period.

3.11. Marketing and User Education

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

3.12. Human Resource Plan

The Service provider will

- Enlist trained professionals to operate the Cycle Sharing System at the location identified mutually by the Service provider and RSCL.
- Hire adequate staff to ensure that scope of services as mentioned in the RFP are met.

3.13. Data Reporting

During the Operation Period:

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

3.14. Maintenance

The Service provider needs to ensure that the cycles and all other assets of the system are maintained on a regular basis and also on the customer's feedback regarding the PBS assets. 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.

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.

3.15. Legal/tax

- Bear all applicable National, State and local taxes on purchase of equipment.
- Bear all other relevant Taxes/ Charges as per statute
- Conform to all prevailing Labour Law/ Regulations
- Abide by all safety measures as required by Law
- Bear all the risk incurred on vandalism of the system- cycles, docks, terminals and other components within the station premises & vandalism and loss of cycle which has been rented out.
- Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
 - Any Financing Agreements of Laws of India.
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

3.16. Pre-Contract Integrity Pact

The Bidder shall submit a duly signed integrity pact as per Annex-N along with Technical proposal as per the RFP document.

3.17. Cashless Payment to Employees & Workers

To substantiate cashless payment to the employees, the bidder should provide an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of submission of Bid for making Cashless payment to his employees. The affidavit format is provided in Annex-M.

Successful bidder shall again submit an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of signing of Contract for making Cashless payment to his employees. The affidavit format is provided in Annex-M.

The affidavit is in accordance with Point-6 of minutes of meeting (held on 29/11/2016) issued by Ministry of Housing and Environment, Government of Chhattisgarh.

4. MINIMUM TECHNICAL SPECIFICATIONS**4.1. Cycles**

Sr. No.	Cycle- Minimum Specifications
1	One-Size Fits all with Unisex Frame. Frame can be single tube (step – through) or in case of two tubes, the top tube should be slanted as available in women’s bicycle
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 Handlebar Basket with a capacity up to 10kg
7	Ad Space on basket and rear dressguard. Dressguard should be integrated with the mudguard
8	Simple reliable braking system
9	GPS Inbuilt
10	Rust and Graffiti Resistant
11	Front and Rear mud guards with fenders
12	Enclosed mechanisms
13	Bell
14	Reflectors on front, sides and back

4.2. Stations

S. No.	Stations - Minimum Specifications
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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 heat and rain
4	Accommodates gaps caused by on-street obstructions such as manhole covers
5	One panel on top of 20ft*6ft for Advertisements at each station
6	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 lock and money
7	Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels
8	Shutter to close the station during non-operating hours

4.3. 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.

Sr. No.	Docks- Minimum Specification
1	Separate docks for each cycle
2	Smart Docks with inbuilt locking Mechanism and RFID/QR code return detection
3	System Cycles are locked on to docks/ locking posts and never to each

	other
4	Simple design which do not consume a lot of space
5	Rust and Graffiti free material
6	Guaranteed life of at least 5 years

4.4. Device for Check in and Checkout/ Card verification

Sr. No.	Device- Minimum Specification
1	Simple and non-bulky design
2	GPRS & NFC / RFID enabled. Able to communicate real time information to the central control room
3	Read smart cards and indicates validity of cards 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 the cycle at the station and number of cycles available at any given point at the station

4.5. Central Control System

S. No.	Central Control System – Minimum Specification
1	Connection to the registration centres and station check in and checkout equipment at centres
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 RSCL
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 RSCL
9	Central Computer System should be upgraded and maintained daily
10	System is integrated with the ITS system of the BRT in the future
11	The contractor will provide reports to RSCL in accordance with an agreed upon schedule or an 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	The Service Provider shall provide call centre number for queries and feedback for the system

4.6. Redistribution vehicles

S. No.	Redistribution vehicles – Minimum Specification
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

The Service provider shall ensure that the cycles are redistributed on a regular basis between stations to ensure that no stations are either empty or full 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.

4.7. Depots/workshops

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

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

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

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

4.8. Registration Centres

Sr. 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 the new customer
3	Enabled to issue cards with user ID and information for ID proofs

	linked to the card
4	Enable to collect and return security deposits
5	Enable to handle cards and cash transactions for subscription fees and top up of smart cards
6	Enabled to link the transactions to the relevant user ID.

4.9. User Information System

Sr. No.	Smart Phone App – Minimum Specifications
1	Smart Phone Apps for Android/ IOS and Google Play Store
2	Should be able to provide the information about the system – static and real time for the ease of user
3	Should be linked to Google maps
4	Should be enabled to integrate the information of the BRT system in future

4.10. Software- Functional Requirements

It produces thousands of data values every month. The report preparation software is a vital aid to analyze the data. The software will be used to download data from the various field stations to a central location for analysis, long-term storage and dissemination of information. The software will be used to tabulate the data, export it to popular formats such as MS Excel or perform scientific analysis in the form of graphs/charts and shall be able to predict the station wise performance, cycle wise performance, operator performance. For routine daily operation the user should be able to perform auto generation of suitable tables/graphs via templates configured as per need. Mandatory features of Report Preparation software are listed as below.

- a. It should support communication via a variety of mediums such as Ethernet, TCP/IP, GPRS/GSM, PSTN lines etc.
- b. It shall have a feature of GIS mapping of Cycle Sharing Locations
- c. It should feature automatic data validation complete with data capture percentage
- d. It should be able to manage stations in addition to the specified requirement.

- e. It should be able to automatically collect data from various stations
- f. It should be able to display/tabulate online data of multiple stations and evaluate the station wise performance.
- g. Capability to generate automatically wind roses, polar plots, Exceedance Curves, Histograms, Bar Charts etc
- h. Automatic reports preparation in the form of graphs/tables for a user defined period .User should be able to schedule time for the report to be generated
- i. Capability of Auto mailing of the prepared report to a user-defined email id.
- j. Features to export data to a variety of standard formats including standard image format, MS excel, HTML and ASCII text files.
- k. It should allow setting up of alarm levels and provide automatic alerts of unexpected data via email to the system administrator.
- l. Different users (or clients) should be able to customize the way they wish to interpret download values and shall be scalable.

4 IMPLEMENTATION

5.1. Contract Period

This Contract is being granted for the installation and operation of the Public bicycle Sharing System for a Contract Period of 10years (excluding the time required for system installation).

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

5.2. On Ground Testing

The Service Provider is required to run an on ground test of the system components (for both Phase-1 and Phase-2)for at least two weeks before the formal launch of the system to the general public. This period will be used by the service provider to identify any service glitches in the system and correct it. During this period, the Service Provider shall make available the following:

- Staff required for operations and maintenance of the stations which are being tested.

- At least 10 Stations (with at least 100 Cycles and 120 docks), the Control Centre, and a Depot for the purpose of training and testing of operations.

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

5.3. List of Indicative Deliverables

The selected Service Provider should submit an indicative timeline to RSCL 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 6 months of signing the contract. Violation in any of the service level may lead to Penalty and repeated violations may lead to termination of contract.

The Service level benchmarks given below:

	S No	Performance Indicator	Explanation	Time	Acceptable service level
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

	S No	Performance Indicator	Explanation	Time	Acceptable service level
	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
	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
	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
	5	Bicycle Availability	Average cycle fleet available per day	At 6 am or when the operations start in the day whichever is later	Should always be 95% or more of the total authorised fleet size
Availability					

	S No	Performance Indicator	Explanation	Time	Acceptable service level
	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 RSCL for otherwise)
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
	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
Maintenance	9	Availability of 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

	S No	Performance Indicator	Explanation	Time	Acceptable service level
	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
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
	12	Membership	Total Memberships/ month	All through the month	If the total no: of memberships for the system is 750 members or more
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

6.1. Revision of Service Charge

The Service Charge may be reviewed and (if applicable) revised every six months after mutual discussion with the service provider.

6.2. 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 RSCL. 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 loses.

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

5 SUMMARY OF RESPONSIBILITIES

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

7.1.1. RSCL

- Finalisation of Station locations and sizes.
- Review of Service Provider plans for station siting.
- Provision of Land for Stations.
- Provision of space required for the Central Control system.
- Ensuring clearance and approval from all the required authorities for installation and operation of the system.
- Approval of System branding and naming/ advertisements on the system.
- Review of Service Provider plans operation and maintenance including plan for redistribution of cycles.
- Review of quarterly operations report and Fare box revenue.
- Compensation of Service Provider based on service level benchmarks and penalties.
- Provision of rights to the Service provider to conduct an annual cycling event in Raipur along with RSCL.

7.1.2. Service Provider

- Procurement of Hardware: Cycles + Stations (Terminals + Docks/ locking posts + Device for card verification)
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- Planning of Stations: Location of stations and Station siting Plans

- Installation of stations.
- Procurement of Dedicated Vehicles for redistribution and Daily redistribution of cycles
- Regular Maintenance of Stations and Cycles.
- Establishing and Operating Depots & Workshop for repair of cycles and other system parts and storage of spare parts and back up cycles.
- Registration of Users at notified registration centres.
- Collecting fare box revenue.
- Selling advertisement space on the system/ sponsorship rights to the system.
- Co organising an annual cycling event in Raipur along with RSCL to promote cycling.
- Provision of Website and Smart Phone App for the system
- An ITS system which will fully integrate with the existing ITS system or coming soon ITMS system of the BRT.
- Marketing & User Information- Before Launch and during operations
- Planning and hiring adequate staff with the right capabilities.
- Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- Legal – Insurance of Bicycles, Stations and Public Liability Insurance Policy (all risk of vandalism on operator)

6 BIDDING PROCESS

8.1. Bid Process- Steps

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

8.1.1. Pre Bid Meeting

Pre-Bid Meeting will be held on 25/10/2017 at 12:00 Hrs in RSCL office as per RFP. Bidders may either present their questions about the project details and bidding process before the due date & time. If necessary, questions will be replied by RSCL before due date & time RSCL and changes if any to the tender document may be uploaded on e-proc website.

8.1.2. Opening of E-Technical Bid - The Technical Evaluation

Technical Bids of all bidders shall be opened at 6th November 2017 @ 11:30 Hrs in RSCL office, 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 RSCL, the Bids shall be opened at the appointed time and location on the next working day.

8.1.3. Announcement of Bids

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

8.1.4. Technical Bid Presentation

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

8.1.5. Opening of Financial Bids

After the evaluation of Technical Bid has been completed, RSCL shall online open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of RSCL 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 online Financial Bid opening on such date and time which shall be communicated to the Bidders, whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

8.1.6. Completeness of Bids & Rectification of Errors

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

8.1.7. Clarification of Bids

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

8.1.8. Rejection of Bid

A Bid is likely to be rejected by RSCL without any further correspondence, as nonresponsive, if:

- Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
- Bid is not submitted in the bid-forms annexed in the RFP Document; or
- Bid is submitted by telex, fax or email; or
- Cost of RFP document & Bid Security does not conform to the provisions set forth in this RFP; or
- Non-submission of signed Integrity Pact, Undertakings on Cashless Transactions and ESIC compliance
- 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 RSCL in its decisions on Bid evaluation, Bid comparison or selection of the Service Provider, it may result in rejection of such Bidder's Bid.

8.2. E-Bid Process- Evaluation

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

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

8.2.1. Evaluation of Technical Bids

The methodology for evaluation of Technical bids scan EMD and all related document submitted online is given below:

S No.	Parameter	Description	Score
1	Cycle	Aspects of the cycle design over and above the minimum specified requirements that result in improvements for the user, the operator or RSCL Examples of such aspects include, but are not limited to: <ul style="list-style-type: none"> • Lightweight cycles • Design of cycles different from normal cycles • Embedded GPS 	15
2	Station	Aspects of the station design over and above	15

S No.	Parameter	Description	Score
		the minimum specified requirements that result in improvements for the user, the operator or RSCL Simple attractive design of the station	
3	User interface and experience	Aspects of user interface at the station and smart phone app and the user's experience in using the system which is better than the minimum stands specified. Info graphic representation of user information. Extra functionalities on the smart phone app	10
4	ITS strategy	Aspects of the ITS system which is over and above the minimum specified qualification. Enabled to integrate with other new modes of transport. Reporting structure which aids in planning for expansion. Reporting structure which helps RSCL to monitor service level benchmarks with no manual inspection.	20
5	Awareness and user generation campaign	The methodology for awareness and user generation including: Innovative methods used for generation of user interest and the target groups for each campaign The rationale for choosing the methods chosen The detailed plan along with time lines for the campaign	15
6	Operation plan+ HR	Aspects of the Operations and HR plan which is over and above the minimum specifications. Efficient plan on redistribution of cycles. Use of environment friendly vehicles for cycle distribution.	15

S No.	Parameter	Description	Score
7	Technical Presentation	<p>The key objective of the presentation is given below.</p> <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 Corporations requirements • How the fare collection system will be integrated with the fare collection system of the BRT. • Approach and Methodology. • Project plan. • Technical solution proposed in the technical bid. • Addressing all queries on the technical bid from RSCL or its representatives 	10

It is mandatory to submit EMD and all above documents online in scanned copy.

Technical scoring and evaluation of the bid will be carried out based on technical proposal/bid submitted by prospective bidders and subsequent presentation on the technical concept proposed.

To qualify for the financial bid evaluation, the bidder's technical bids need to maintain minimum standards:

- Bidders scoring less than 70 score under Technical Bid evaluation process will be disqualified from participating in the financial bid evaluation.(Their financial bid will not be opened)
- Among Bidders who score higher than 70 score will be considered for the financial evaluation stage.

8.2.2.Evaluation of Financial Bids

- Financial Bids of only those bidders who have obtained 70or above marks in the technical bid evaluation process will be opened.

- Financial Bid will have two parts for (a) Implementation stage and (b) O&M stage. In both the cases, year-wise offer/claim has to be made in financial bid. All streams of cash flows will be discounted at 12% for all Bidders.
- Financial bid figure of the bidders who have offered Royalty would be noted as a positive figure. Financial bid figure of the bidders who have demanded annuity as VGF would be noted as a negative figure.
- Further evaluation would be as under
 - Common addition figure (CAF) would be calculated as follows:
 - Only negative figures would be considered to calculate CAF
 - Absolute value (without negative sign) of all negative figures would be considered.
 - Highest absolute value would be the CAF. Thus the CAF would be a positive figure.
 - CAF would be added to each of the bid value with sign (positive as well as negative). This would be Post Addition Figure (PAF). Hence highest negative bid's PAF would be 'Zero'.
 - Highest PAF would be HPAF.
 - Financial score would be $\frac{PAF\ of\ the\ bidder}{HPAF} \times 100\%$
- The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the online 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.
- RSCL Reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of Commissioner in this regards shall be final and binding. Commissioner is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.
- Commercial Bid Rejection Criteria:
 - Incomplete Price Bid
 - Price Bids that do not conform to the Tender's price bid format

8.2.3. Combined Score

The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS). After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of 80:20

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

- Total Score = (Technical Score x 0.80) + (Financial Score x 0.20). 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.

7 GENERAL INSTRUCTIONS TO BIDDER

9.1. Due Diligence

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

9.2. Cost of Bidding

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

9.3. Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP (within the timeline prescribed in this RFP), such Bidder are expected to send their queries to RSCL in writing by post, email or courier to the following addresses in order to enable RSCL to have adequate notice of the said queries so that the same may be replied before due date & time:

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

Managing Director

RAIPUR SMART CITY LIMITED

Ground Floor, Outdoor Stadium Campus, In front of Buddha Talab, Raipur (C.G.) 492001
ceo.rscl@smartcityraipur.org; coo.rscl@smartcityraipur.org; coo.rscl@gmail.com

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

9.4. Pre-Bid Meeting

Pre-Bid Meeting will be held on 25/10/2017 at 12:00 Hrs in RSCL office as per RFP. 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 RSCL. If required, changes may be made to the tender document by issuing addendum based on the queries of Bidders.

9.5. Amendment of Bidding Documents

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

9.6. Preparation of Bids

9.6.1. Language of Bid

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

9.6.2. Bid Currency

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

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

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs.7,50,000/- (Rupees Seven lac fifty thousand only) in form of DD/FDR drawn in favour of MD, RSCL, payable at Raipur (hereinafter referred to as "Bid Security" or "EMD") OR through online mode as per E-proc guidelines.

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

9.6.4. Condition on Bidders

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

The following conditions for consortiums shall apply:

- A consortium agreement which specifies the exact members of the consortium provided in the format given in Annexure J.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear. A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with RSCL. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 1000/- (One Thousand only), the formats for which are supplied with this RFP.
- The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
- In case of the Service Provider being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 2013. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.

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

9.6.5. Authentication of Bid

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

9.6.6. Validation of interlineations in Bid

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

9.6.7. Number of Copies of Bid

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

Bidder shall upload the **Financial Bid online only**, clearly marking the same as "Financial Bid". Any submission of hard copy of Financial Bid may make the bidder's bid deemed to be rejected.

9.6.8. Sealing and Marking of Bids

After online submission of Technical & Financial Bid, Bidder shall submit a **sealed hard copy of Technical Bid along with EMD** at RSCL office before prescribed date & time.

Checklist for Hard Copy Submission: Envelope (A and B)

Master Envelope should contain envelope – A & B and super-scribing the envelope as :
“TECHNICAL PROPOSAL for Design, Installation, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)”

Envelope A:

- 1) Proof of online payment of E-proc processing fee
- 2) Proof of online payment of Cost of RFP document
- 3) The original of the EMD (in DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of physical submission.
- 4) The scanned copy of the EMD (of DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of online payment.
- 5) All approved/authenticated “Technical Eligibility” documents as per para 2.1 of this RFP
- 6) Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-L
- 7) Undertaking for making Cashless payments as per Annex-M
- 8) Pre-Contract Integrity Pact duly signed by Bidder as per Annex- N of the RFP

Envelope B:

- 1) The original of the Technical Bid and necessary attachments/annexures
- 2) Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory

The hard copy of Technical Bid shall be sealed in a master Envelope and envelope addressed to The Managing Director, Raipur Smart City Limited, Raipur, and marked as below:

“Request for Proposal for Design, Installation, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)”.

The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

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

Checklist for Online Submission: Envelope (A, B and C)

Envelope A:

- 1) Scanned copy of EMD (in DD or FDR) in case of Physical submission

- 2) Scanned copy of all approved/authenticated “Technical Eligibility” documents as per para 2.1 of this RFP
- 3) Scanned Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-L
- 4) Undertaking for making Cashless payments as per Annex-M
- 5) Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annex- N of the RFP

Envelope B:

- 1) Scanned copy of the Technical Bid and necessary attachments/annexures
- 2) Scanned copy of Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory

Envelope C:

“FINANCIAL PROPOSAL for Design, Installation, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)”

The Financial Bids shall be uploaded **online only strictly in the prescribed format as given in Annex-B**. Bidders shall not submit hard copy of the Financial Bids.

9.7. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

9.7.1. Technical Bid with EMD

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 the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation any Memorandum of Understanding, Tender Fee and the Bid Security. The said Technical Bids shall be evaluated by RSCL in its sole discretion.

9.7.2. Financial Bid

The Financial Bids should be online only & in the form and manner set forth in Annex-B to this RFP

9.8. Period of Validity of Bids

9.8.1. Validity Period

Bids shall remain valid for a period of one hundred and eighty (180) after the date of technical bid opening prescribed by RSCL reserves the right to reject a Bid as

nonresponsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and RSCL shall not be liable to send an intimation of any such rejection to such Bidder.

9.8.2. Extension of Period of Validity

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

9.8.3. Mailing Address for Bids

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

Managing Director

RAIPUR SMART CITY LIMITED

Outdoor Stadium Campus, In front of Buddha Talab,

Raipur (C.G.), 492001

9.9. Deadline for Submission for Bids

9.9.1. Last Date and Time for Submission

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

9.9.2. Extension of Deadline for Submission of Bids

If the need so arises, RSCL 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 RSCL and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

9.10. Modification and Withdrawal of Bids

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

9.11. Bid process – Discharge of Bid Security/EMD

9.11.1 Discharge of Bid Security/EMD of Other Bidders

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

9.11.2. Discharge of Bid Security/EMD of Service Provider

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

9.11.3. Forfeiture of Bid Security/EMD

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

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

9.12. Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Service Provider(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the RSCL 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 RSCL in its sole discretion.

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

9.13. Annulment of Award

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

9.13.1. Failure to abide by the Provider Agreement

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

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

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

10. GENERAL CONDITIONS OF CONTRACT

10.1. Application

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

10.2. Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Cycle Sharing System. In the event that RSCL 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 RSCL in such process and shall, at all times, support and safeguard RSCL's legitimate interests in this context.

10.3. Use of Provider Agreement & Information

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

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

10.4. Indemnity

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

10.5. Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance from the Authority, Service Provider shall furnish a performance guarantee to RSCL, for an amount equal to Rs. 37.5 Lac (Rupees Thirty Seven point five lac only) OR 5% of Project Cost estimated at the time of Contract Finalisation, whichever is higher, 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 tenth of the bank guarantee furnished in year 1. An example of the amount that needs to be provided as performance guarantee is provided in Annexure E.

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

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

10.6. Representations and Warranties

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

- In accordance with the standards laid out in the RFP by RSCL for the Cycle Sharing System and those provided during the term of the agreement;

- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in Annex A;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be new;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- Be free from defects in design, material and workmanship, whether latent or otherwise,

Service Provider hereby represents and warrants that neither any component of the Cycle Sharing System nor any use thereof by RSCL 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 RSCL intends to use such service.

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

10.7. Assignment

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

10.8. Delay in providing the Cycle Sharing System

The Service Provider shall ensure that the Cycle Sharing System is provided to RSCL 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 RSCL:

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

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

10.9. Quality check & acceptance of equipment

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

10.10. Liquidated Damages

In the event of delay in supply of the Cycle Sharing System by the Service Provider beyond the Commencement Date (including the grace period) and up to the end of the additional period (90 days) provided by RSCL, Service Provider shall pay to RSCL 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, RSCL reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by RSCL on the Performance Guarantee.

10.11. Right to Inspect Cycles, Support Facilities and Documents

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

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

RSCL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of business operations / records including the books of accounts (at any stage) of statutory payments like PF, ESIC, GST, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Cycle Sharing System, through an authorized agent or representatives. RSCL 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 RSCL in such inspections.

10.12. Ownership & Protection of Property/Data

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

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

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

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

10.13. Confidentiality Obligations of Service Provider

10.13.1. Confidential Information

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

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

Service Provider shall not without RSCL's prior written consent use, copy or remove any Confidential Information from RSCL'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 RSCL all documents or other materials containing RSCL's Confidential Information and shall destroy all copies thereof.

10.13.2. Confidential Exceptions

Confidential Information shall not include information which:

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

10.13.3. Period of Confidentiality

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

10.14. Force Majeure

RSCL 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 RSCL in writing of such conditions and the cause thereof. Unless otherwise directed by RSCL 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 RSCL. Such events, shall include, but not be limited to, the following:

- Earthquake, flood, inundation and landslide
- Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- Acts of terrorism;
- Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Break down of the Plant or any part thereof
- Action of a Government Agency having Material Adverse Effect including by not limited to :
 - a) Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Cycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - b) Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound
- Early termination of this Agreement by RSCL for reasons of national emergency or national security.
- War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

10.15. Termination due to Force Majeure Event

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

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

10.16. Events of Default and Termination

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

10.16.1. Service Provider Event of Default

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

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

10.16.2. RSCL Event of Default

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

- RSCL 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

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

10.16.3. Termination due to Event of Default

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

- invoke the Performance Guarantee and/or
- take any other action including provisioning of the equipment of the Cycle Sharing System through any replacement service provider selected by RSCL in its sole discretion at the risk and cost of the Service Provider, and/or
- take over the entire infrastructure developed by the Service Provider for the Cycle Sharing System or any part thereof and / or
- Negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by RSCL, at RSCL's sole discretion. Upon Termination of this Agreement on account of Service provider Event of Default, RSCL shall not be liable to pay any termination payment to Service provider. RSCL will have the right to claim any financial dues from Service provider till the date of termination.

10.17. Termination for RSCL Event of Default

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

- Clear any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
- Discharge of the performance guarantee in full.

10.18. Termination for Insolvency, Dissolution, etc.

RSCL 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 RSCL. Notwithstanding the generality of the foregoing, RSCL reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Provider selected by RSCL in its sole discretion, take over the entire infrastructure developed by Provider for the Cycle Sharing System or any part thereof, and/or negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by RSCL, in RSCL's sole discretion.

10.19. Suspension

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

- In the event and to the extent RSCL is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- In the event Service Provider fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services thereunder). Any such notice of suspension issued by RSCL 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 RSCL in its sole discretion, from the date of issue of such notice of suspension.

10.20. Arbitration

- If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the “Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Raipur”, 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.
- Arbitration proceedings shall be conducted in accordance with the Indian Arbitration and Conciliation Act and other relevant Indian laws.
- There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by Commissioner, Raipur Municipal Corporation and two other authorised members of the organisation. The authorized representative of the Concessionaire 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 may, within 30 days, prefer such dispute/ disputes for arbitration to High Court (Chattishgarh), whose decision in this regard shall be final and binding on both the Parties.

10.21. Jurisdiction

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

10.22. No Waiver of Rights and Claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither

constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

Annexe A. Format for Technical Bid

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

Annex B. Format for Financial Bid

The Bidder will have to submit the financial bid online only in the letter head of their company. In case of Consortiums, in the letter head of the lead consortium member. **The Bidder will use any one of the following three formats** as per their offer/claim.

OPTION -A

(a) We offer following royalty to RSCL

PHASES	ROYALTY OFFER (Rs)										
	Yr.1	Yr.2	Yr.3	Yr.4	Yr.5	Yr.6	Yr.7	Yr.8	Yr.9	Yr.10	Total (Rs.)
Implementation											
O & M											
Total (Rs) in figure											
Total (Rs) in words											
Note: No cell shall be kept blank. Figure in cells must be "Positive". In case of mismatch between figure and word, amount mentioned in word will be considered											

OPTION -B

(b) We request following annuity from RSCL

PHASES	ANNUITY CLAIM (Rs)										
	Yr.1	Yr.2	Yr.3	Yr.4	Yr.5	Yr.6	Yr.7	Yr.8	Yr.9	Yr.10	Total (Rs.)
Implementation											
O & M											
Total (Rs) in figure											
Total (Rs) in words											
Note: No cell shall be kept blank. Figure in cells must be "Positive". In case of mismatch between figure and word, amount mentioned in word will be considered											

OPTION -C

(c) We request annuity from RSCL for some years and offer royalty to RSCL for some years [for Annuity claim "put (-) symbol before figure in respective cell/s". For Royalty offer, "put (+) symbol in respective cell/s"]. Net offer/claim will appear in the "Total" row/column.

PHASES	ROYALTY OFFER & ANNUITY CLAIM (Rs)										
	Yr.1	Yr.2	Yr.3	Yr.4	Yr.5	Yr.6	Yr.7	Yr.8	Yr.9	Yr.10	Total (Rs.)
Implementation											
O & M											
Total (Rs) in figure											
Total (Rs) in words											
Note: No cell shall be kept blank. In case of mismatch between figure and word, amount mentioned in word will be considered											

Note: (1) GST to be paid in addition as per actual applicable (if applicable) from time to time.

Note: (2) Payment for Royalty is quarterly in advance and Annuity at the end of each quarter

Note: (3) All streams of cash flows will be discounted at 12% for all Bidders for evaluation purpose.

SIGNATURE OF THE TENDERER(S)

With Seal and Date _____

Name: _____

Full Address: _____

Annexure C.: Fare Structure

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

1. Subscription Fee
2. User Fees
3. Processing Fee

Subscription Fees- Users may if they prefer subscribe to the system to become a member. The proposed subscription fee for each membership is given below:

Subscription Type	Fee (Rs.)
Weekly	Rs.125/-
Monthly	Rs.350/-
Three Month	Rs.600/-
One year	Rs.1500/-

User Fee:

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

Time (Hrs.)	Member- User Fees (Rs.)
0.5	0
1	10
2	15
3	25
4	40
6	50
8	90
9+	200

Processing Fee

An amount of Rs. 200 will be charged as processing fee to a user during registration.

Note:-As per above fare structure can be changed by RSCL at any time without assigning any reason.

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

Date:

To:

Managing Director

RAIPUR SMART CITY LIMITED

Outdoor Stadium Campus, In front of Buddha Talab,

Raipur (C.G.)

Email: raipur_rmc@rediffmail.com

Sub: Request for Proposal for Design, Installation, Finance, Operate & Maintenance of Public Bicycle Sharing with Advertisement Rights on PPP Mode” Raipur (C.G)

Dear Sir:

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Bidder*) for the captioned Project, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (*insert Proposal Due Date*).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexe E. Example of Bank Guarantee

Sl	Performance guarantee validity	Performance guarantee Amount (Rs)	Calculations
1	From the point of signing the contract to end of year 1 of operation	20000000	Full
2	Year 2 of operations	18000000	Reduction in performance guarantee by 1/10th of the original amount
3	Year 3 of operations	16000000	Reduction in performance guarantee by 2/10th of the original amount
4	Year 4 of operations	14000000	Reduction in performance guarantee by 3/10th of the original amount
5	Year 5 of operations	12000000	Reduction in performance guarantee by 4/10th of the original amount
6	Year 6 of operations	10000000	Reduction in performance guarantee by 5/10th of the original amount
7	Year 7 of operations	8000000	Reduction in performance guarantee by 6/10th of the original amount
8	Year 8 of operations	6000000	Reduction in performance guarantee by 7/10th of the original amount
9	Year 9 of operations	4000000	Reduction in performance guarantee by 8/10th of the original amount
10	Year 10 of operations	2000000	Reduction in performance guarantee by 9/10th of the original amount

Annexe F. Format for Performance Guarantee

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

THIS DEED OF GUARANTEE executed on this the day of2017 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 favour of Managing Director, RSCL in his executive capacity for RSCL, represented by the Raipur Smart City Limited, having its Head Office at -----Raipur-----, hereinafter called “RSCL” (which expression shall include its successors and assigns); WHEREAS A. By the Concession Agreement dated entered into between RSCL and M/s.----- Limited, a company incorporated under the Companies Act, 2013 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 Raipur” as given in the Annexure-“D” of the RFP. B. In terms of Article 4 – PERFORMANCE SECURITY DEPOSIT, the Company is required to furnish to RSCL, 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 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 RSCL sums not exceeding in aggregate Rs._____ (Rupees_____ only) within five (5) days of receipt of a written demand thereof from RSCL 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 RSCL 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 RSCL 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 RSCL or any indulgence shown by RSCL 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 RSCL or any indulgence shown by RSCL, 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 Shri----
-----its at its Head Office/..... Branch Office
and authorized official * Bank are unlikely to issue guarantee for the entire Operations
Period in one stretch. Initially the guarantee may be issued for a period of 3 years. The
Company shall have to keep the guarantee valid throughout the Operations Period by
seeking extension from time to time.

Annexe G. Format for General Information

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

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

Annexe H. Format for Undertaking

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

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

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

Power of Attorney

Dated this _____ day of _____ 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 RSCL (“RSCL”) has invited applications from interested parties for the Raipur Cycle Sharing System (hereinafter referred to as “the Project”),

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

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

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to RSCL, to follow up with RSCL 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]

Annexe J 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 RSCL has invited tenders from the interested parties for the Raipur Cycle Sharing System.

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

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

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

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

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

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

[Signature]

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

[Signature]

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

Notes

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

- The agreements are to be executed by the all members in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexe K Cycle Station location

LOCATION OF PBS DOCKING STATIONS

SN Phase-2 PBS Network

- 1 MotibaghJn (Near Masjid)
- 2 Motibagh Park Gate
- 3 Mahila Police Jn (before statue)
- 4 ChattisgarhSamvad
- 5 TB Hospital, Kalibadi
- 6 BudhaparaJn Electricity Office
- 7 Nehru Nagar Rd (Opp Queens Hostel)
- 8 Nehru Nagar Jn (MU Building)
- 9 Kailashpuri Rd Jn (On Bridge)
- 10 BudeshwarJn (Lake Gate)
- 11 Indoor Stadium (Left side of Gate)
- 12 Durga Devi Jn (Beside Temple, Parking)
- 13 Lake Jn (Near ChandniChowk)

SN Gaurav Path

- 14 Outside Collectorate Office
- 15 Outside BahadurUdyan
- 16 Suryanamaskar Statue
- 17 Gandhi Udyan
- 18 Telibandha Lake
- 19 OppTelibandha Lake

SN Towards Pandri

- 20 Pandri Bus Stop
- 21 City Center Mall
- 22 Canal Rd Bus Stop near PandriChowk
- 23 Opp Canal Rd Bus Stop near PandriChowk
- 24 OppBajrang Shiv Mandir (On Canal Rd)
- 25 Bharat Chowk
- 26 Near PandriTalab
- 27 Jalvihar Colony Chowk
- 28 KatoraTalabChowk
- 29 Telibandha Ring Rd Jn

SN Docks near Multi-Utility Buildings

- 30 JaisthambChowk MLP (Paradise)
- 31 Jawahar Bazar on Malviya Road
- 32 RDA Building
- 33 Old RDA Building
- 34 Naveen Market
- 35 Sasthri Bazar
- 36 AnandSamaj Library
- 37 DurgaChowk (RD Tiwari School)

SN Rest of ABD Area

- 38 Raipur Railway Station
- 39 Raipur Railway Station (BRTS Station)
- 40 PF 6A - RRS near Telghani Naka
- 41 AgrasenChowk (Behind Temple)
- 42 Azad Jn Bus Stop
- 43 KK Rd near JaistamhChowk
- 44 Opp Old RDA (Beside Temple)
- 45 SC-MB Rd Opp Gwalia Sweets
- 46 Ambedkar Hospital Parking Area
- 47 Opp Rd to Ambedkar Hospital Parking Area
- 48 Moudapara Parking Area
- 49 Opp Police Colony - Bus Stop
- 50 Outside Telephone Tower

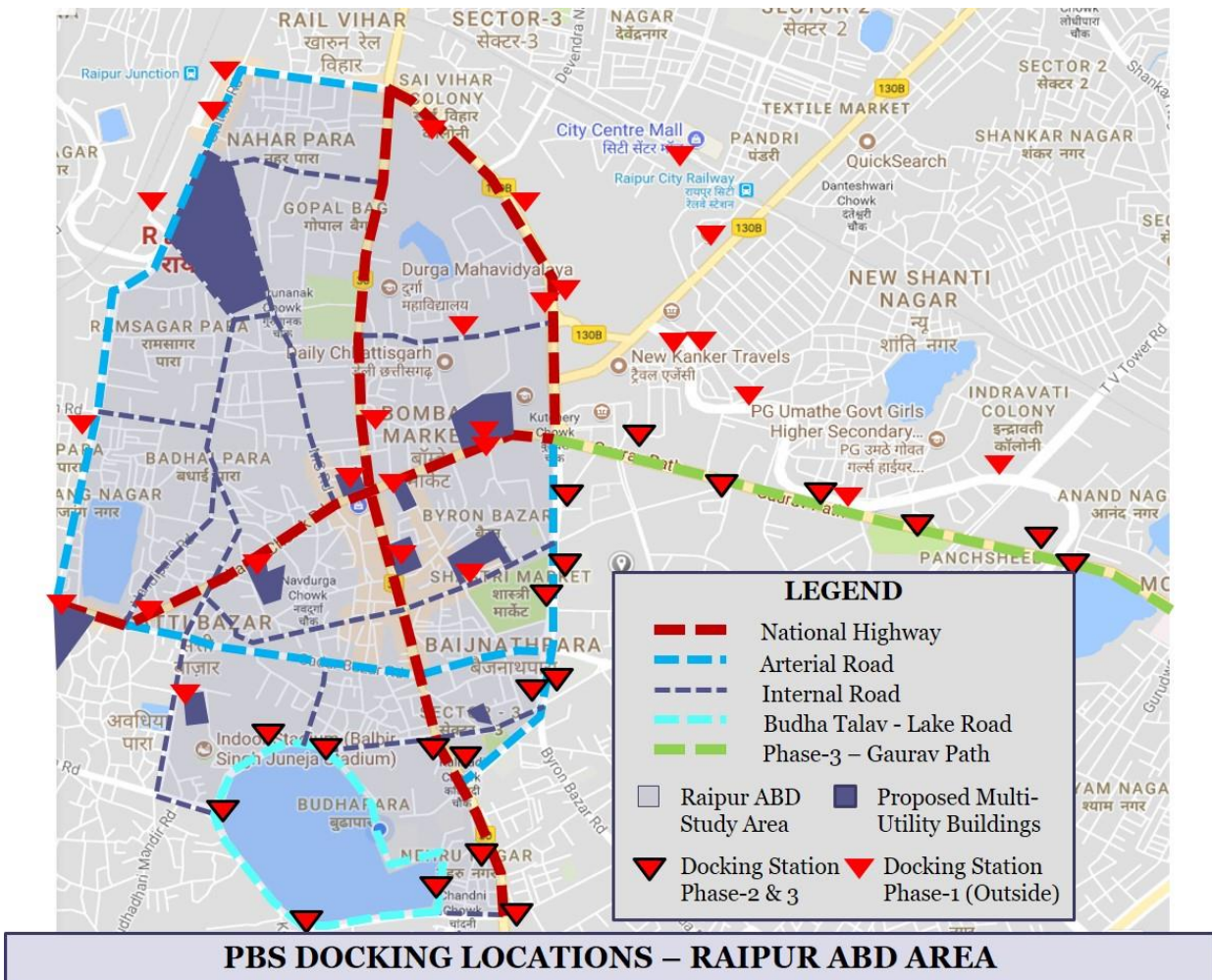


Fig1 :Location of Docking Stations in and around Raipur ABD Area

Annexe L: Format of Undertaking for compliance of ESIC provisions

EITHER [Where the entity complied all ESIC provisions]

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the (name of the bidder) has fully and correctly complied with all the provisions of The Employee's State Insurance Act 1948 till the date of submission of this bid. We also undertake to continue compliance all such provisions of law in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder) will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder) will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish proof of such compliances as and when required by the authority.

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

***Undertaking in this case [i.e. Where ESIC provisions has been complied with] shall be given on plain paper**

OR [Where ESIC provisions are not applicable to the entity]*

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the ESIC provisions are not applicable for the (name of the bidder). I/We undertake to comply fully and correctly all the provisions of The Employee's State Insurance Act 1948 when these become applicable in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder) will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish reason of such non-compliances, in writing, as and when required by the authority.

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

****Undertaking in this case [i.e. Where ESIC provisions are not applicable to the entity] must be given on a RS.100 Non-Judicial Stamp Paper**

Annexe M: Undertaking for Cashless Transactions

Affidavit

(On Rs 100 Non-judicial stamp paper, duly notarized)

Myself Mr./Ms _____ the Authorized signatory of M/s _____
who have won the bid for the work Name :-----

-----hereby declare that we shall make Cashless payments to our Employees & we
will not hold Raipur Smart City Limited (RSCL) responsible for any non-payment to our
employees.

Further we indemnify RSCL in all aspects against any issue arising out of payment to our
employees.

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

Note: This affidavit is required as per Point-6 of the Minutes of meeting (held on 29/11/16) issued by Ministry of Housing and Environment, Government of Chhattisgarh

Annexe N: Format of Integrity Pact

(To be executed on plain paper and submitted as per terms of this RFP)

This Integrity Pact is made at _____ on this day _____ 2017

Between

Raipur Smart City Limited (RSCL), a Special Purpose Vehicle under the Company's Act and owned and controlled by the Municipal Corporation of Raipur, Chattisgarh has been entrusted with the responsibility of the project "SMART CITY MISSION" Hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

_____ hereinafter referred to as "Bidder" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:-

Article:1 Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the /PC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article: 2 Commitments of the Bidder(s)

The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC /PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The Bidder(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid

Article: 3 Disqualification from tender process and exclusion from 1 future contract

- (1) If the Bidder(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to

- put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.
- (2) If the Bidder has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
 - (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
 - (4) The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 - (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder/ contractor/ concessionaire/ consultant.
 - (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder shall not be entitled for .any compensation on this account.
 - (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder could be revoked by the Principal if the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article: 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Bidder's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Bidder and/or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article: 5 Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article: 6 Equal treatment of all Bidder (s)

- (1) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaires/Consultants and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article: 7 Criminal charges against violating Bidder (s) / Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 Pact Duration

This Pact begins when both parties have legally signed it It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by RSCL.

Article: 9 Other Provisions

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is Raipur
- (2) Registered Office of the Principal is Raipur. Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bid is a Joint Venture, this pact must be signed by all members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to in agreement to their original intentions.
- (5) Any disputes/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(for & On behalf of Bidder)

(Office Seal) Place: _____

Date: _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____