

Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation



Greater Chennai Corporation (GCC)  
RIPPON BUILDING, CHENNAI 600 003

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

*Table of Contents*

Disclaimer	2
Table of Contents	4
<b>1. Invitation for proposal</b>	<b>10</b>
1.1. Name of the Work	10
1.2. Period of Project	10
1.3. Submission of Proposal	10
1.4. Upload of Tender	11
1.5. Two Cover System	11
1.6. Earnest Money Deposit	11
1.7. Key Events and Dates	11
1.8. Other Important Information Related to Bid	12
<b>2. Definitions</b>	<b>12</b>
<b>3. Overview of Greater Chennai Corporation (GCC)</b>	<b>17</b>
3.1. Background	17
3.2. The key responsibilities of GCC	17
3.3. GCC's Transformation into Smart City	17
<b>4. Project Objective and Scope</b>	<b>19</b>
4.1. Project Objective	19
4.2. Management structure	21
4.3. Definition of cycle parking station	21
4.4. Parking fee payment options	22
<b>5. Scope of Work</b>	<b>23</b>
5.1. Terms of contract	23
5.1.1 System Planning	23
5.1.2 Procurement of hardware and software	23
5.1.3 Operations	24
5.1.4 Maintenance	24

<b>5.1.5</b>	Control centre	24
<b>5.1.6</b>	IT system	25
<b>5.1.7</b>	Customer service	25
<b>5.1.8</b>	Legal	26
<b>5.2.</b>	Contract Period	26
<b>5.3.</b>	Commencement of Operation Date	26
<b>5.4.</b>	Training and Testing Period	27
<b>5.5.</b>	Stations and cycle prototype	27
<b>5.6.</b>	Fleet size	28
<b>5.7.</b>	Cycle share station or assigned parking areas	28
<b>5.8.</b>	Redistribution	29
<b>5.9.</b>	Depots	29
<b>5.10.</b>	Hours of Operation	30
<b>5.11.</b>	Advertising	30
<b>5.12.</b>	Marketing	30
<b>5.13.</b>	Timeline	30
<b>5.14.</b>	Registration of Users	31
<b>5.15.</b>	Fare Determination and Collection	31
<b>5.16.</b>	Payment to the Concessionaire	32
<b>5.17.</b>	Damages and replacement of assets	32
<b>5.18.</b>	Penalties (Key Performance Indicators)	33
<b>5.19.</b>	Revision of User Charge	34
<b>5.20.</b>	Summary of responsibilities	34
<b>5.20.1</b>	Concessionaire	34
<b>5.20.2</b>	GCC	35
<b>5.21.</b>	Transition & Closure	35
<b>5.22.</b>	Minimum System specifications	35
<b>5.22.1</b>	Physical design	35
<b>5.22.2</b>	Safety	36

<b>5.22.3</b>	Warranty	36
<b>6.</b>	Instructions to the Applicants	43
<b>6.1.</b>	General Information and Guidelines	44
<b>6.2.</b>	Change in Ownership	47
<b>6.3.</b>	Cost of Bidding	48
<b>6.4.</b>	Site visit and verification of information	49
<b>6.5.</b>	Verification and Disqualification	50
<b>6.6.</b>	Contents of the Tender Document	51
<b>6.7.</b>	Clarifications	52
<b>6.8.</b>	Modification in the Tender Document	52
<b>6.9.</b>	Format and Signing of Bid	53
<b>6.10.</b>	Sealing and Marking of Bids	53
<b>6.11.</b>	Bid Due Date	55
<b>6.12.</b>	Late Bids	55
<b>6.13.</b>	Contents of the Bid	55
<b>6.14.</b>	Modifications/ Substitution/ Withdrawal of Bids	55
<b>6.15.</b>	Opening of Bids	56
<b>6.16.</b>	Rejection of Bids	56
<b>6.17.</b>	Validity of Bids	57
<b>6.18.</b>	Confidentiality	57
<b>6.19.</b>	Correspondence with the Applicant	58
<b>6.20.</b>	Contacts during Bid Evaluation	58
<b>6.21.</b>	Deviation Statement	58
<b>6.22.</b>	Bid Submission Format	58
<b>6.23.</b>	Earnest Money Deposit (EMD)	58
<b>6.24.</b>	Pre-Bid Meeting	60
<b>6.25.</b>	Administrative Guidelines	60
<b>6.26.</b>	Operation and Maintenance (O&M) Guidelines	62
<b>6.27.</b>	Passive Cabling Guidelines	64

<b>6.28.</b>	General Terms & Conditions:	64
<b>6.29.</b>	Ownership	66
<b>6.30.</b>	Miscellaneous Provisions – Interpretation	66
<b>7.</b>	Evaluation of Bids	66
<b>7.1.</b>	Bid Evaluation Committee	66
<b>7.2.</b>	Earnest Money Deposit (Cover-A)	68
<b>7.3.</b>	Technical Evaluation (Cover-A)	68
<b>7.3.1</b>	General eligibility criteria	68
<b>7.3.2</b>	Consortium	69
<b>7.3.3</b>	Change in composition of the Consortium	71
<b>7.3.4</b>	Conflict of Interest	72
<b>7.3.5</b>	Technical bid evaluation	72
<b>7.3.6</b>	Financial Eligibility Criteria:	73
<b>7.3.7</b>	Evaluation of Financial Bids	74
<b>8</b>	Appointment of Concessionaire	74
<b>8.1</b>	Selection of Applicant	74
<b>8.2</b>	Term of the Concession Agreement	75
<b>8.3</b>	Performance Bank Guarantee	75
<b>8.4</b>	Release of Performance Bank Guarantee	75
<b>8.5</b>	Signing of Concession Agreement	76
<b>8.6</b>	Tax Liability	76
<b>8.7</b>	Failure to Agree with the Terms and Conditions of the Tender document	77
<b>9</b>	Fraud and Corrupt Practices	77
<b>10</b>	Miscellaneous	79
<b>10.1</b>	Jurisdiction of Court	79
<b>10.2</b>	Right of Decision Making with GCC	79
<b>10.3</b>	Claims and Liability Clause	79
<b>10.4</b>	No nuisance clause	80
<b>10.5</b>	Work Hindrance due to restrictions	80

<b>10.6</b>	Implementation schedule for the project from concessionaire	81
<b>10.7</b>	Indemnity Clause	81
<b>10.8</b>	Applicable Law(s)	81
<b>10.9</b>	Integrity Pact	81
<b>10.10</b>	Documents and Information	81
<b>10.11</b>	Language	82
<b>10.12</b>	Conflict of Interest	82
<b>10.13</b>	Non Transferability of Tender document	83
<b>10.14</b>	Loss and Theft of Property	83
<b>10.15</b>	Severability	84
<b>10.16</b>	Notices	84
<b>10.17</b>	Interest	85
<b>10.18</b>	Waiver	85
<b>11</b>	Punitive Clause	86
<b>11.1</b>	Penalty for delay	86
<b>11.2</b>	Other penalties	86
<b>11.3</b>	No Penalty Clause	87
<b>12</b>	Force Majeure	87
<b>12.1</b>	Definition of Force Majeure	87
<b>12.2</b>	Force Majeure events	87
<b>12.3</b>	Notification procedure for Force Majeure	88
<b>12.4</b>	Allocation of costs arising out of Force Majeure	89
<b>12.5</b>	Liability on loss of material	89
<b>12.6</b>	Consultation and duty to mitigate	89
<b>13</b>	Events of Default and Termination	89
<b>13.1</b>	Events of Default	89
<b>13.2</b>	No Breach of Obligations	91
<b>13.3</b>	Termination due to Events of Default	92
<b>13.4</b>	Termination Notice	93



<b>13.5</b>	Obligation of Parties	93
<b>13.6</b>	Withdrawal of Termination Notice	93
<b>13.7</b>	Termination Payments	93
<b>13.8</b>	Rights of GCC on Termination	94
<b>13.9</b>	Rights of Parties	95
<b>14</b>	Dispute Resolution	95
<b>15</b>	Liquidated Damages	96
<b>16</b>	Exit Management Schedule	96
<b>16.1</b>	Purpose of exit management	96
<b>16.2</b>	Transfer of assets	96
<b>16.3</b>	Cooperation and Provision of Information	97
<b>17</b>	Price Bid	99
	Annexure 1 – Format for General Information	100
	Annexure 2 - Format for Letter of Application	102
	Annexure 3 - Letter comprising the application for Bid submission	104
	Annexure 4 - Integrity pact	106
	Annexure 5 - Power of Attorney for Lead Member of Consortium	115
	Annexure 6 - Joint Bidding Agreement	117
	Annexure 7 - Format for Bank Guarantee	121
	Annexure 8 - Format for Technical bid	123
	Annexure 9 - Financial bid Estimation	131
	Annexure 10 - Power of attorney for signing of Application	132
	Annexure 11 – Memorandum of Understanding	133
	Annexure 12 - Statement of legal Capacity	135
	Annexure 13 – Format for Undertaking	136
	Annexure 14 - Material Specifications	137

## 1. Invitation for proposal

### 1.1. Name of the Work

Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation

### 1.2. Period of Project

GCC hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, Operation and Maintenance of Cycle Sharing System (CSS) Facility in all 15 zones of GCC area for a concession **period of seven (7) years** (excluding six months installation period). The last six months of the concession period would be the project transition period to GCC as the case may be. Broadly the project includes following works:

- i. To provide and install necessary hardware and software for cycle sharing system in Chennai City.
- ii. To provide necessary signboards in the defined parking lots and nearby locations as per standards for the cycle users to know the availability of the cycle hiring points.
- iii. Setup and maintenance of Command Control Centre, including Data Centre with appropriate hardware and software for monitoring and managing of Cycle Sharing System, and viewing, analyzing, storing and retrieval of the cycle usage pattern.
- iv. Mobile Application for CSS.
- v. Dockless cycles to be parked only in the allocated parking lots.
- vi. Comprehensive operation and maintenance of all hardware and software installed under this project throughout the Concession period.
- vii. To maintain and sustain the CSS activity by timely replacement of the cycles and handling repairs.
- viii. To replace the cycles once in 2.5 years (Two and a half year) period
- ix. To ensure the cycles are replaced in the vacant lots within the time duration as per the terms of contract.

### 1.3. Submission of Proposal

Applicant/Agencies are advised to study this RfP document carefully prior to submitting their bid/proposals. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

#### 1.4. Upload of Tender

The Tender document gets uploaded on Tamil Nadu tenders website. All subsequent notifications, changes and amendments will be uploaded on the Tamil Nadu tenders website.

#### 1.5. Two Cover System

A two-cover selection procedure shall be adopted as detailed in the Tender document.

#### 1.6. Earnest Money Deposit

Applicant (authorized signatory) shall submit their offer for preliminary qualification, technical and financial proposal along with the Earnest Money Deposit (EMD) as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid. GCC will not be responsible for delay in submission due to any reason.

#### 1.7. Key Events and Dates

S.No.	Information	Details
1.	Advertising Date	18/10/2017
2.	Last date to send in written requests for clarifications	Till the time of pre bid meeting
3.	Date, time and place of pre-bid conference	09/11/2017 at 04.00 p.m. in the Conference Hall, Ground floor, Amma Maaligai, GCC, Chennai – 600 003.
4.	Release of response to clarifications would be available at	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
5.	Address for Communication	The Superintending Engineer, Special Projects, Amma Maaligai, 5th floor, Greater Chennai Corporation, Chennai – 600 003. Tel No. 044-25619315
6.	Email	<a href="mailto:specialproject@gmail.com">specialproject@gmail.com</a>
7.	Last date and time for submission of bids (Bid due date)	24/11/2017 upto 03:00 p.m.
8.	Mode of Bid Submission	The Bid must be submitted in physical form (hard copy) and

		should be hand delivered or sent by registered post, speed post or courier to the address mentioned for communication in the RfP
9.	Technical Bid opening Date and Time	24/11/2017at 03.30 p.m.
10.	Date for Presentation and proof of concept (POC)	To be informed
11.	Financial bid opening date and time	To be informed

### 1.8. Other Important Information Related to Bid

S.No.	Item	Description
1.	Earnest Money Deposit (EMD) to be submitted in person along with a photocopy of the same.	Rs. 10.00 Lacs (Rupees ten lakhs only)
2.	Bid validity period	(180) One hundred and eighty days from the date of opening of bids.
3.	Last date for furnishing performance bank guarantee to GCC (By preferred applicant)	Within fifteen (15) days of the date of issue of letter of acceptance (LOA)
4.	Performance bank guarantee value (Performance bank guarantee)	5 times of EMD value
5.	Performance Bank Guarantee (PBG) validity period	PBG must be valid from commencement of operations till 180 days beyond the term of the concession period of seven years i.e., seven and a half year (7.5 years)
6.	Last date for signing the Concession agreement	One month from the date of issue of letter of acceptance

## 2. Definitions

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

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

“**Authorised Fleet**” is the number of Bicycles in operation as defined by GCC.

“**Authorised Parking**” means parking areas/stations assigned by GCC for users to

park or check-out bicycles.

**“Bid Process”** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RfP.

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

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

**“Collection”** is a set of processes designed to the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the ChennaiCycle Sharing System activity.

**“Commencement Date”** means the date stipulated by GCC for commencement of the operations by the Concessionaire under the Concessionaire Agreement and shall not be earlier than 90 days from the date of signing of Concessionaire Agreement. The Concessionaire shall make available 100 per cent of the manpower by the commencement date in operational readiness along with supporting maintenance infrastructure.

**“Commercial Operations Date”** or “COD” is the actual date on which the Cycle Sharing System will begin to serve users under the Service Contract.

**“Concessionaire Agreement”** means the Agreement including, without limitation, any and all Annexures thereto, which will be entered into between GCC and the Successful Bidder

**“Concessionaire Facilities”** means the facilities and equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract.

**“Concessionaire”** means the successful bidder selected under this RfP with whom GCC has entered into a Concessionaire Agreement.

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

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

**“Control Centre”** means the central facility used mainly for service monitoring and

operations control and for collecting, storing, consolidating, processing the information obtained from various elements of the Cycle Sharing, agents, employees, Concessionaires, communications systems and related elements.

**“Coverage Area”** means all locations within 100 m to 200 m distance of a Station.

**“Cycle Sharing System”** or **“System”** means a personal public transport system consisting of a network of Bicycles and stations in which a user can check out a cycle at any station using a QR code or PIN via App or Mobile phone and return the cycle to any other station and in which information is tracked real-time using an information technology system. **“Cycle Sharing System”** refers to the hardware, software, and premises associated with this RFP for the city of Chennai that is being implemented by GCC 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 Concessionaire 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 Bicycles and stations for the Cycle Sharing System. The depot may be included with the Control Centre or at a different location.

**“Escrow Account”** shall mean a common account set up through an agreement between GCC and the Concessionaire into which all revenue shall be deposited and, thereafter, payments to the Concessionaire, GCC and other agencies shall be made.

**“Expiry Date”** shall mean the date on which the Agreement expires in the normal course with the efflux of time.

**“Fleet”** means the number of Bicycles 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 Bicycles that are in a good condition of repair and are available for commercial service for at least 22 hours during the respective 24-hour period. Bicycles are not considered part of the Fleet during Redistribution.

**“GCC Representative”** means any person duly authorized by Greater Chennai Corporation for the purposes of this RfP.

**“IT-Based Cycle Sharing System”** means a system in which collection of Cycle user fee and system monitoring is managed real-time using a central server and control centre.

**“Letter of Acceptance”** or **“LOA”** means the letter issued by GCC to the Successful Bidder to provide Cycle Sharing Service in conformity with the terms and conditions set forth in the RfP.

**“Membership”** means an agreement between the Concessionaire 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 Concessionaire.

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

**“Payment Period”** is the period for which an invoice has been submitted by the Concessionaire for the service operated by the Concessionaire. This shall be, unless otherwise modified, a period of thirty (30) days or one month.

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

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

**“RfP”** and/or **“RfP Document”** means 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 Concessionaire with all requirements established in the contract to allow the Cycle Sharing System to begin operations.

**“Standby Bicycles”** means the number of additional Bicycles that the Concessionaire 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”** or assigned parking area means a unit where users can rent and return Bicycles and avail of system information that meets the Technical Specifications described in this Agreement.

**“Successful Bidder”** shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Award of contract is consequently issued by GCC.

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

**“User”** means the person who hires the cycle operated by the Concessionaire.

**“User Charge”** means an amount GCC will compensate the Concessionaire for operation of the Cycle Sharing System, subject to adjustments.

**“User Account”** means a record with the Concessionaire that includes a user's mobile phone number, one or more vehicle license numbers, and a prepaid balance from which the user may pay for Parking Fees and Parking Fines.

**“Vandalism”** means destruction of or damage to a Project Asset, deliberately and for no good reason by the persons other than the employee or subcontractor of the Concessionaire and/or for no reasons attributable to omission of act or breach of obligation of the Concessionaire.

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.



### 3. Overview of Greater Chennai Corporation (GCC)

#### 3.1. Background

The Chennai Municipal Corporation, officially referred as the Greater Chennai Corporation and formerly known as the *Corporation of Madras*, is the civic body that governs the city of Chennai (formerly Madras), Tamil Nadu, India. Inaugurated on 29 September 1688, under a Royal Charter issued by King James II on 30 December 1687 as the Corporation of Madras, it is the oldest municipal body of the Commonwealth of Nations outside Great Britain. GCC is headed by a mayor, who preside over 200 councillors each of whom represents one of the 200 wards of the city. It is also the second oldest corporation in the world after the city of London.

**GCC extends an area upto 426 sq.km.** The city is classified into three regions: North Chennai, Central Chennai and South Chennai. It is further divided into 15 zones, consisting of the said 200 wards.

#### 3.2. The key responsibilities of GCC

- Providing basic civic amenities
- Registration of birth and deaths
- Maintenance of public parks and playgrounds
- Maintenance of roads and streets, flyovers and pedestrians
- Managing the street lights
- Providing basic sanitation
- Management of own assets and collection of property tax
- Responsibility in handling the special State Government initiatives like Amma Unavagam, Amma Kudineer, Amma Marundhagam and more
- Construction and maintenance of municipal markets
- Maintenance of storm water drains
- Maintenance of community halls, crematoriums, abattoirs and more.

#### 3.3. GCC's Transformation into Smart City

A city can be defined as 'smart' when investments in human and social capital and traditional (transport) and modern (ICT) communication infrastructure fuel sustainable economic development and a high quality of life, with a wise management of natural resources, through participatory action and engagement.

With a vision from the Prime Minister of India to develop 100 cities, Tamil Nadu takes its lead to develop 12 smart cities in its state with Chennai and

Coimbatore streaming to be in the list of first set of 20 smart cities selected by Ministry of Urban development (MOUD) in their smart city mission. Chennai, a city of varied cultural diversity, possess all challenges perceived and hidden, to be taken near the Smart City standards with utmost quality and time bound initiatives which GCC takes pride in achieving through its ever driven sustainability management initiative.

The vision statement of GCC is

**“Chennai City for Everyone: A universal cultural hub for safe and sustainable living with enhanced mobility, smart urban infrastructure and become more resilient to the physical, social, and economic challenges”.**

Even though the Smart City Initiatives is meant for Pan City, the launch and trigger would be an Area Based Development (ABD), commencing with T.Nagar, whose area extends over seven (7) sq.km. and administratively falling in both zone 9 and 10 of GCC. T Nagar has a diverse mix of residential, commercial, retail, educational and entertainment developments, thereby setting a global example for a balanced and self-sustained mixed use modern city.

GCC plans to introduce a Cycle Sharing System (CSS) to provide a low-cost, environmentally friendly mobility option to the residents of Chennai city as one of the major smart city initiative. Cycle sharing is a flexible system of personalised public transport. Bicycles are available in a closely spaced network of fully automated stations. Users can check out Bicycles 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, thereby expanding the catchment areas for the region's rapid transit systems. By encouraging a shift to sustainable modes, the Cycle Sharing System will reduce dependency on automobiles, reduce traffic congestion, vehicle emissions and demand for motor vehicle parking. In addition, the system will expand the health and wellness benefits of bicycle transport to new users. Finally, the system will support the transformation of streets to become environment friendly, where pedestrians and bicyclists feel safe and comfortable.

Greater Chennai Corporation and other agencies of the Government of Tamil Nadu will strive to develop safe facilities for cycling in conjunction with the rollout of the Cycle Sharing System in Chennai.

GCC plans to implement 'Dockless' Public Bicycle Sharing System with minimum fleet of 5,000 cycles covering key destinations including public transport hubs, landmarks, marketplaces, government and educational institutions. The Chennai city Cycle Sharing System will connect these

destinations to key modes of public transport.

GCC hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation and operation of the Cycle Sharing System in Chennai city.

#### 4. Project Objective and Scope

##### 4.1. Project Objective

Cycle Sharing System (CSS) is a high quality bicycle based public transport system in which bicycles, stored in a closely spaced network of stations, are made available for short-term shared use. Bicycle sharing programs involve installing multiple bicycle stations at several different key locations. A user checks-out the bicycle from one location, rides to his or her destination, and drops off the bicycle to another location. The operators coordinate the redistribution of bicycles and ensure availability of the vehicles at locations with the highest demand at any given time. CSS systems eliminate the fears associated with owning a bicycle such as theft or parking concerns, thereby encouraging people to use the bicycle for short and medium length trips.

##### **Elements of a CSS System**

CSS systems are defined by the following key guiding and supporting elements to ensure successful implementation of PBS schemes:

CSS key guiding elements are coverage area, system size, bicycles, station design, station placement, station sizing, intelligent technology integration and redistribution system.

CSS supporting elements include Non-Motorized Transport (NMT) infrastructure, integration with transit, engage private sector, marketing programs, employee incentives, operation & maintenance, safety & security among others.

The Public Bike Sharing Schemes typically comprise of the following components:

1. Hardware- bicycles, dockless station, terminals and control room
2. Repair stations and Depot
3. Software- system access and user registration; and
4. Redistribution mechanism

##### **Major Users of CSS**

CSS system is designed to be used by one and all, but it may be more frequently used by:

- Daily commuters for last-mile connectivity;
- Residents and office employees to run general errands;
- Time and budget sensitive tourists; and
- Students.

Thus CSS is a service in which bicycles are made available to multiple users (on a sharing basis) for short duration trips, offering an option of returning them at different destinations. Often, CSS systems are integrated with public transit stations to provide last mile connectivity or in mixed land use areas to facilitate short duration work and/ or personal trips.

#### Advantages of CSS

Using CSS is considerably cheaper than using Intermediate Public Transport (IPT) like cycle rickshaw, auto rickshaw or shared auto-rickshaw. Moreover, one has route flexibility using a CSS system compared to IPT modes like shared auto-rickshaw which run on specific routes and may not necessarily connect directly to one's destination. The density of stations in CSS system allows for convenient last mile connectivity in most cases.

Using CSS allows a user to secure the bicycle at designated parking stations, which are conveniently located at key destinations, thereby avoiding the hassle of finding a place to park and the fear of theft of using his/her own bicycle. One may even avoid parking charges and reduce the cost of ownership and maintenance by using CSS.

CSS and bicycle renting are two fundamentally different systems and cater to different types of users. CSS is essentially a flexible public transportation alternative focused on last mile connectivity/ short trips while bicycle renting focuses on long-term rentals for commuting, recreation and tourism. One key difference is that renting systems require the user to pick-up and return the bicycle to the same location; while PBS systems encourage redistribution of bicycles allowing each bicycle to serve several users per day.

A high quality bicycle sharing system with a large coverage area costs a fraction of any public transit system or infrastructure investment. As an alternate mobility option, CSS can potentially provide the following benefits:

- Reduce congestion and improve air quality;
- Increase accessibility and reach of transit by providing last mile connectivity to the city's public transportation system;
- Improve the image of bicycling;
- Provide complimentary services to public transport; and
- Improve health of residents.

### **GCC implements CSS**

Having safe cycling facilities is desirable, but it is not critical to wait until the city is able to implement a complete street network with dedicated bicycle lanes to launch a CSS system. Initially, cycling in mixed traffic conditions supported by adequate traffic calming measures such as painted cycle lanes, intersection improvements, temporary barriers to designate cycle lanes and enforcement drives in place will help in influencing the riders' perception of safety. However, it is essential to simultaneously invest in creating NMT infrastructure throughout the city to ensure its long term success.

Also CSS is safer than a private bicycle as users doesn't have to worry about theft in this system. Registering the subscriber on the system with a check on valid identity documents is a pre-requisite to access the system. The CSS identifies the user each time a bicycle is checked out, which helps in tracking and preventing thefts. The responsibility of the bicycle once checked out usually remains with the subscriber until the bicycle is returned at a station. In addition, with use of technology and surveillance at the stations, the security of the system can further improve in addressing the issues of theft.

Chennai City would soon boost its own cycle sharing system along with continuous developing cycle lane infrastructure.

#### **4.2. Management structure**

The Concessionaire will establish, operate, and maintain the Cycle Sharing System for the entire GCC comprising of 15 zones. However, the concessionaire will be required to establish Cycle Sharing System (CSS) in Zone 9 and Zone 10 to commence with as this falls in the ABD area of the Chennai Smart City and implement the CSS in other zones subsequently within the stipulated installation period of the project. The Concessionaire will carry out cycle sharing operations by demarking a cycle parking lots, Signages and keeping the CSS App in place for a citizen friendly operation and thus boost the non-motorized transport. The Concessionaire will create direct data links so that GCC and the citizens can monitor the status of the cycle sharing system. The Concessionaire will receive a service payment for the cycle sharing operation activities carried out, as outlined in this document.

#### **4.3. Definition of cycle parking station**

Bicycle parking is an important part of a GCC's cycling infrastructure and as such is studied in the discipline of bicycle transportation engineering. When bicycle parking facilities are scarce or inadequate, nearby trees or parking meters are often used instead.

Secure bicycle parking is arguably a key factor that influences the decision to cycle usage. To be considered secure, parking facilities must be of a suitable

design; allowing the bicycle to be locked via the frame was a traditional model. Technological advancement has now given the choice of making a dockless cycle stands by not only reducing the cost of operation but also reducing the area used for the parking stations. A readily observable location can also permit so-called passive security from passers-by. Weather protection is also desirable. As a rule, where cycling is encouraged as an alternative to motoring, efforts are always made to make bicycle parking more convenient and attractive to use than nearby car parking arrangements. This usually means providing a wide distribution of visible, clearly designated cycle parking spots, close to the entrances of destinations being served.

#### 4.4. Cycle Parking fee payment options

- i. A detailed feasibility report was prepared by the consultants covering the GCC area for the implementation of cycle sharing system (CSS) in a smart way. It is proposed to work on light weight dock less bicycle model into the system which would assist the users in Chennai with a tropical weather.
- ii. It is proposed to implement the CSS through a prospective bidder who would "Design, Built, Finance and Operate (DBFO)" the developed facility over a period of 7 years.
- iii. The basic and minimum technical standards with which the smart CSS would work has been listed along with the roles and responsibilities of the concessionaire and other related Government agencies like the GCP (Traffic) in this RfP.
- iv. The concessionaire will develop an operating manual for the CSS indicating cycle design, customer information, fee collection procedures, Enforcement procedures, Safety procedures, Maintenance procedures, IT system and communication protocols and Data security among others.
- v. Greater Chennai Corporation will only assign the cycle sharing slots to the concessionaire. All investments would be made by the prospective concessionaire.
- vi. In priority, the cycle stations would be launched in those places where the citizen's user friendly needs are addressed like colleges and schools, metro train stations, bus terminus, parks and other recreational areas.
- vii. This dock less bicycles would have a definite parking slot and empty slots would be refilled with cycles through bicycle mini trucks.
- viii. Even though 378 cycle parking slots have been identified and a total of 5000 bicycles have been considered in the feasibility study, it is left to the concessionaire to increase the slots and bicycles with time and according to demand during the concession period.
- ix. It is proposed to implement the project on a cashless transaction and the Cycle Sharing System IT system is expected to bring in an App,

websites and other IT facilities for a user friendly cycle share experience for the citizens of Chennai.

- x. The concessionaire will be paid on the basis of the service charge (cycle usage charge/hour) quoted by him during the tender process.
- xi. The concessionaire is expected to provide an hand holding support in the inception period to make sure that the users get familiarized with the CSS.

## 5. Scope of Work

The Concessionaire will provide IT based Cycle Sharing System which is automated, cost effective, scalable, secure, environment friendly, energy efficient and must entail minimum human intervention for day-to-day Cycle Sharing. The Concessionaire shall carry out the following activities through Concession period:

### 5.1. Terms of contract

The contract will be for development, installation, operation and maintenance of the Cycle Sharing System in the city of Chennai. The Concessionaire will be required to provide integrated and innovative solutions for the Chennai Cycle Sharing System, including hardware such as Bicycles, stations/parking areas; a control centre; electronic payment systems; operations and maintenance; marketing and outreach; and customer service.

#### 5.1.1 System Planning

GCC will provide the suggested latitude and longitude coordinates of the location for each Station/ parking area. The Concessionaire will evaluate these locations and also suggest new locations based on feasibility for due approval of GCC. Installation will be carried out by the Concessionaire but GCC will coordinate in getting the necessary clearances for installation.

#### 5.1.2 Procurement of hardware and software

- Procure Cycles as per the Authorised Fleet size set by GCC, each of which shall comply with the technical standards specified in the tender document.
- Procure and maintain Standby Bicycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- Procure software and install, operate, and maintain an IT system, including a control centre, to aid in monitoring, planning, and the redistribution of Bicycles.
- Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Concessionaire Agreement between GCC and the Concessionaire. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- Procure software and hardware for the processing of customer

payments via cash (at kiosks/customer care centres), credit card, net banking, mobile-based banking systems, and other media.

- Operate only such equipment that meets the technical criteria at all times during the Contract Period.

#### **5.1.3 Operations**

- Develop and modify, from time to time, a detailed operating plan ("Operating Plan") for the Cycle Sharing System. The Operating Plan will detail all aspects of operations including but not limited to redistribution, preventative maintenance, repairs, and customer service procedures. The Concessionaire will incorporate suggestions on the Operating Plan from GCC and will operate the Cycle Sharing System in accordance with the Operating Plan.
- Establish a payment system to receive customer payments for Memberships and usage fees via multiple payment media.
- Establish the required facilities, equipment, and vehicles for the operations of the Cycle Sharing System.
- Enlist trained professionals to operate the Cycle Sharing System. The Concessionaire will prepare a Human Resources Plan specifying how Cycle Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by GCC.
- Bear all expenses towards Operation of the Cycle Sharing System through the entire period and not claim any additional expenses.

#### **5.1.4 Maintenance**

Concessionaire would submit a maintenance plan for maintenance of Bicycle Sharing System up to the contract tenure through preventive/periodic/predictive maintenance activities, repair/maintenance for normal wear and tear of components, break down repairs, major repair / reconditioning of sub-assemblies, assemblies, Bicycles, accidental damages, etc for Project Assets so as to ensure their desired serviceability up to the contract tenure and delivery of service performance.

#### **5.1.5 Control centre**

Establish and maintain a Control Centre, called the "CSS Control Centre," that will monitor operations of the Cycle Sharing System. The Control Centre will constitute GCC's single point of contact to enable GCC to coordinate with the Concessionaire in the course of the day-to-day operation and management of the Cycle Sharing System by GCC. The Concessionaire 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 Concessionaire control centre and GCC.



### 5.1.6 IT system

Provide access to an IT-enabled monitoring system with which GCC may monitor the Cycle Sharing System. The Concessionaire will provide real-time information access and periodic summary reports in an electronic format specified by GCC containing but not limited to the following information:

- i. Fleet size
- ii. For each Station/ parking area
  - a. Hourly data on number of cycles parked in each location
  - b. Status: full or empty
  - c. Operational status
- iii. For each Cycle:
  - a. Operational status: in service, out of order, etc.
  - b. Number of Rides taken on the Cycle during its lifetime and since last maintenance
- iv. Trip Data
  - a. Number of Rides taken using the system
  - b. Record of each Ride taken using the system, including the user ID, origin, and destination, start time, end time, and cycle ID.
- v. Geospatial location of stations and bicycle location with time-stamps
- vi. Develop online Web-based Portal and Mobile Application to provide information on Chennai Cycle Sharing system, 'know how' on user registration, station locations, navigation services, payment mechanism through various modes, and feedback services.
- vii. Not carry out any other commercial activities on or near Cycle Sharing System facilities unless explicitly approved by GCC.

### 5.1.7 Customer service

- i. Establish customer service platforms for the Cycle Sharing System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations and payments, and address grievances.
- ii. Carry out marketing activities to promote use of the Cycle Sharing System using the following channels but not limited to:
  - Website
  - Facebook

- Outdoor Advertisements
- Merchant Co-Branding
- Advertisement in local newspapers

#### **5.1.8 Legal**

- i. Bear all applicable National, State and local taxes on purchase of equipment.
- ii. Bear all applicable insurance, including vehicle insurance and passenger insurance as required under:
  - a. Any Financing Agreements
  - b. Laws of India
  - c. Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
- iii. The Concessionaire shall retain ownership of the Cycle Sharing System at the End of Contract. The GCC has first right of refusal in the purchase of the Cycle Sharing System should it be interested.

#### **5.2. Contract Period**

This Contract is being granted for the installation and operation of the Chennai Cycle Sharing System for a Contract Period of Seven (7) years from the Commencement of Operations Date (COD), excluding seven (6) month period required for mobilisation and system installation. If the Concessionaire completes the contract period successfully, then GCC may consider extending the contract for a further duration.

If the GCC is interested in expanding the system within contract period, the Concessionaire can accept/reject the proposal within 2 weeks. In case the Concessionaire is unable to fulfil the requirements, the GCC will have authority to invite new Concessionaires for the expanded system.

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

#### **5.3. Commencement of Operation Date**

Concessionaire shall deploy all the maintenance, operations and management staff required for operations and maintenance during the Training and Testing Period. At the end of the Training and Testing Period, the Concessionaire shall deploy adequate numbers of maintenance, operations and management staff required for operations and maintenance of the Bicycle Sharing System as per the standards specified in this RFP. Any delay or failure in such deployment shall leads to Liquidated Damages.

#### **5.4. Training and Testing Period**

The Concessionaire is required to conduct on ground test of the system components for at least three weeks prior to the formal launch of the system or Commercial Operations Date. During this period, the Concessionaire shall make available the following equipment:

- Staff required for operations and maintenance of the entire Cycle Sharing System.
- At least 10 Stations (with at least 80 cycles with an average of 8 cycles per station), the Control Centre, and a Depot for the purpose of training and testing of operations.

GCC and Concessionaire 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. No user fee will be charged from the customer during the training and testing period.

#### **5.5. Stations and cycle prototype**

The technical specifications for the Bicycles should meet the technical requirements as specified in the tender document.

The Concessionaire will present prototype Bicycles and a Station for the Cycle Sharing System to GCC for inspection. GCC will have the right to review all station hardware and software to ensure they meet the technical criteria specified. A prototype which may have features over and above the prescribed minimum standards will also be accepted by GCC.

Should GCC find any discrepancy between the prototype and the technical specifications, and then the Concessionaire will have 30 days to propose a solution. The final designs will be subject to approval from GCC. After receiving approval on the final design, the Concessionaire may proceed to manufacture the rest of the Bicycles and Stations. GCC will specify the colours and branding of the Bicycles and stations. The Concessionaire will be consulted during this process but the GCC decision is final and no additional branding components of any kind may be added.

The Concessionaire will install Stations at locations specified by GCC. The Concessionaire will conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Concessionaire will submit the proposed station positions and layouts to GCC for approval.

The GCC will clear the approved site for the Concessionaire to prepare a paved, level surface to install the Station. The Concessionaire shall, at its own expense, source space in the Coverage Area for the customer service centre. Such location should be accessible and appropriately equipped to manage the Cycle Sharing System. The location will need to be approved by GCC.

The Concessionaire will obtain space for depots and workshops. The

Concessionaire shall source and install the maintenance equipment as necessary. Minor repairs of the Bicycles and Stations procured for Cycle Sharing System may be carried out on site. Major repairs of the Bicycles and Stations shall be carried out at the maintenance facilities developed by the Concessionaire or provided by a third party.

#### 5.6. Fleet size

Concessionaire will maintain the Fleet to match the Authorised Fleet (as per GCC study totalling to 5000 nos.) requirements as per the timeline mentioned in the below table:

<b>Milestone</b>	<b>Authorised Fleet (f)</b>
Within 6 months of signing of the Concessionaire Agreement	50%Bicycles
Within 9 months of signing of the Concessionaire Agreement	50% Bicycles

After 12 Payment Periods, GCC will review the Authorised Fleet at the end of every quarter (3 months) and revise the Authorised Fleet as follows:

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

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

In general, the incremental change in fleet size will be at least 500 Bicycles for any given revision in the Authorised Fleet. The Concessionaire will present the plan for number of additional stations and their locations, including expanding it to newer areas adjoining the existing coverage area. GCC will review and approve the plan in consultation with relevant agencies.

However, GCC has the discretion to impose a cap on the quantum of Authorised Fleet. Payments will be determined based on the actual number of Bicycles in operation during the corresponding Payment Period.

#### 5.7. Cycle share station or assigned parking areas

The Concessionaire will evaluate/identify locations to physically demarcate "assigned parking space" or cycle share station as approved by GCC.

Stations will be placed at frequent intervals, with a typical distance of 200 m-300 m between stations. Close station spacing will help make cycle sharing competitive with other modes and will reduce the distance that a user has to walk to the next station, should he/she find a station either completely full or completely empty. To maximise ease-of-use, stations will be placed near important origins and destinations, including:

<b><i>Proposed locations</i></b>	<b><i>Position/Placement</i></b>
<ul style="list-style-type: none"> <li>▪ Around public spaces and recreation spaces</li> <li>▪ Public transport hubs such as bus terminals, metro stations, and bus stops</li> <li>▪ Market areas, and community shopping centres</li> <li>▪ Cultural landmarks</li> <li>▪ Academic institutions and Libraries</li> <li>▪ Retail streets and places</li> <li>▪ Government offices</li> <li>▪ Easily accessible locations inside residential areas</li> <li>▪ Nodal points (important public spaces, near intersections)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Auto rickshaw stands</li> <li>▪ Areas beneath flyovers</li> <li>▪ Adjacent to bus stops</li> <li>▪ Areas outside metro station entrances</li> <li>▪ Private property near large commercial and housing developments</li> <li>▪ Furniture zone of pedestrian footpaths (where the furniture zone is wide enough to accommodate the station without compromising clear space for pedestrians)</li> <li>▪ Plazas and other public spaces</li> <li>▪ Parking spaces</li> </ul>

User will be allowed to park outside the assigned cycle parking areas in case of non-availability of space and the Concessionaire shall ensure that these cycles are removed and then relocated within given time period as specified by GCC.

#### **5.8. Redistribution**

The Concessionaire 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 for an extended period of time. The concessionaire should provide adequate number of vehicles which are used only for the purpose of redistribution of cycles across stations.

#### **5.9. Depots**

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

The Concessionaire shall source and install the maintenance equipment as necessary. Major repairs of the Cycles and Stations which cannot be carried out on the site shall be carried out at the depot space developed by the Concessionaire 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 concessionaire.

### 5.10. Hours of Operation

- The system will run for a period of 24 hours every day.
- If the operator has any suggestions on change in time of operations, such a request will be put forth to GCC, who will have the final authority to decide.

### 5.11. Advertising

The Concessionaire shall not have any rights to use the cycle parking stations, Kiosks and the dockless cycle for any advertising and promotional activities. GCC retains the right to advertise in the above mentioned spaces.

### 5.12. Marketing

The Concessionaire will be responsible for carrying out ongoing marketing activities to promote use of the cycle Sharing System. Before and after the Commencement Date, the Concessionaire will carry out marketing activities as specified in the Technical Specifications.

During the period of contract after the Commencement Date, the Concessionaire will set up as many numbers of manned kiosks to facilitate the cycle users. The kiosks will provide print material on how the Cycle Sharing System works, conduct live demonstrations, and carry out other activities to inform potential users about the Cycle Sharing System. The kiosks will also accept Membership applications and assist with user payments, top up or recharge of amounts

### 5.13. Timeline

The Concessionaire will be expected to meet the following timeline:

<b>Task</b>	<b>Task to be completed within the end of the indicated month, measured from the date of approval</b>
Demonstrate initial prototype for parking areas and Bicycles and review	1
Submit marketing plan for review.	2
Submit beta website for review.	2
Demonstrate final prototype of Cycles	2
Back office systems operational.	3
Submit redistribution and maintenance plans for review.	3

Community outreach on station locations.	5
Website information and subscription sections operational.	5
Install 2500 Cycles+ partial system launch	6
Start of Training and Testing of System	6
Begin accepting applications for registration+ Partial system launch	6
Submit station siting plans for remaining Stations for review.	6
Training and Testing Period complete.	9
Install and operate remaining 2500 cycles	9
Full System launch	9

#### 5.14. Registration of Users

Registration is a prerequisite to gain access to the Cycle Sharing System. All users are required to register with the system using a valid ID proof either through website, mobile Phone App or at kiosks/customer service centres.

For customers who don't have a Smartphone, the Concessionaire shall provide customer care number to register. A few centres around the city will be identified by the Concessionaire with GCC's approval to facilitate the System users. The user can go to the nearest customer service centre to register with valid ID proof, pay security deposit(as specified by Concessionaire), pay cash to top up or recharge the account at the customer service centres/kiosks.

#### 5.15. Fare Determination and Collection

The hourly user fee of the cycle will be based on the tender value quoted by the concessionaire (excluding applicable taxes). Annual and Monthly membership fee and refundable security deposit will be determined by the Concessionaire. User fee will be revised on an annual basis. No additional fees may be collected by the Concessionaire or the staff. Tipping or any exchange of money for preferential service is prohibited by the Concessionaire and any staff engaging in such a practice should be disciplined accordingly.

All user payments including security deposits, membership fees shall be credited in full to an escrow account established by GCC. The Concessionaire shall not retain user fee revenue nor shall it have any right in relation to the fees collected. Concessionaire shall at no point of time, directly or indirectly, partake any portion of the user fees. All the payment instruments must comply with the PPI clause (Pre-paid Payment Instruments Clause) of RBI as revised from time to time.

#### **5.16. Payment to the Concessionaire**

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

Seventy percent (70%) of payment from escrow account will be auto credited to the concessionaire during every payment period. Remaining thirty percent (30%) will be credited within fourteen working days after deductions of any penalties towards the concessionaire by GCC.

Payment to the Concessionaire will be calculated as follows:

$$\text{Payment} = (k*d)-i$$

Where

- 'k' is user charge per hour per cycle
- 'd' is the total number of cycle hours or service time during given payment period
- 'i' is the penalties.

Payment for penalties shall be calculated as described in the following section.

#### **5.17. Damages and replacement of assets**

The Concessionaire shall be liable to repair, rectify, or replace any assets, including Bicycles terminals, etc, at its own cost, unless specifically excluded by GCC or under Force Majeure Conditions. These include:

- Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Concessionaire.
- Loses due to theft of Bicycles while Bicycles are check out by Members, or due to acts of vandalism.



The Concessionaire may take out an insurance policy to cover such losses and the payment of the insurance premium will be the liability of the Concessionaire.

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

GCC 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.

The Concessionaire shall be compensated for damages to Cycle Sharing System equipment where the liability is traced to GCC.

#### **5.18. Penalties (Key Performance Indicators)**

Penalties shall be applied by GCC on the Concessionaire for various parameters better defined in the table below. Penalty metrics are measured from 0:00 on the first day of the Payment Period until 23:59 on the last day of the payment period. GCC may add/delete/change/modify the parameters, provided that at least ninety (90) day prior notice shall be given to the Concessionaire before such parameters are applied. Incentive determinations shall be supported by reports to GCC inspection staff using the monitoring mechanism stipulated.

A representative schedule of penalties is presented below.

<b>Parameters</b>	<b>Threshold value</b>	<b>Penalty</b>
Availability of cycles for users to access during the day	≥ 95%	Rs. 100 per cycle per hour
Number of complaints addressed and resolved in 24 hours	≥ 95%	Rs. 100 per cycle per hour
Maximum number of minutes to remove parked cycles from non-designated spots	≤ 30	Rs. 100 per cycle per hour
Unauthorised release of customer data		Rs.10,000 per subscription
Unauthorised release of system data		Rs.10,000 per

		cycle
Unauthorised use of advertisement space at stations/assigned parking areas		Rs.5,000 per violation per day

GCC or its authorised agents may conduct random spot checks for cleanliness and operating condition of the system.

#### 5.19. Revision of User Charge

The User Charge shall be reviewed and (if applicable) revised annually at ten percent (10%) to correct for inflation and compensate the Concessionaire for changes in the variable costs of operation.

#### 5.20. Summary of responsibilities

The following list is a representative but not exhaustive summary of the respective responsibilities of the Concessionaire and GCC.

##### 5.20.1 Concessionaire

- Design, procurement, installation, operation and maintenance of Bicycles and Stations.
- Station siting plans.
- Electricity supply for Stations.
- Redistribution of Bicycles.
- Maintenance of Bicycles and Stations.
- Customer service, including processing of Subscriptions and user payments, dissemination of system information, and complaint redressal.
- Space and equipment for maintenance of System equipment.
- Customer information systems including Station signage, system website and smart phone applications.
- System marketing.
- Concessionaire has to provide staffs on each of the designated cycle parking stations to facilitate the users in using the system for at least 6 months.

- Civil work.

#### **5.20.2 GCC**

- Specification of Cycles, Station locations and sizes.
- Specification of System branding.
- Land for Stations.
- Specification of service levels.
- Review of Concessionaire plans for station siting, redistribution, maintenance, marketing, and other activities.
- Review of quarterly operations report and Farebox revenue.
- Compensation of Concessionaire, incorporating incentives.

#### **5.21. Transition & Closure**

During the closure of the contract, in order to provide a seamless experience for the citizens, GCC shall decide that a period no greater than 6 months shall be identified as an overlap period or a transition period where in the project can be moved on to the next concessionaire or transitioned to the staffs deputed by GCC. This will be the last 6 months of the contract duration. During this period depending on the quality of service record and roll-out plan for the next Cycle Sharing plan, the vendor may be asked to at GCC's discretion to either extend the service for a year or wind up operations in a phased manner.

The vendor is obligated to attend all the meetings called for the transfer of service and shall accord all the necessary help to the next Concessionaire.

This clause does not indicate an automatic diminished responsibility during the closing 180 days. It is intended to provide for a seamless transfer only.

#### **5.22. Minimum System specifications**

##### **A. Cycle Standards**

##### **5.22.1 Physical design:**

- Safe and stable in all weather conditions.
- Easy to mount and dismount for all adult users.
- Theft-proof seat with adjustable height. Must be adjustable without tools.
- One-size-fits-all step-through frame design.

- Corrosion-resistant material with rust-proof external parts.
- Kick-stand to keep the bicycle upright when parked at locations other than the docks.
- Has automated locking mechanism / computer board fitted to unlock through QR code/pin number
- Unique size and style of components and hardware to deter theft. Parts cannot be removed without specialized, proprietary tools.
- Front-mounted porous basket with load capacity of 10 kilograms for typical briefcase, handbag, or grocery bag.
- Capacity to display system branding and colour scheme as specified by GCC.
- Simple gear system with a minimum of 3 speed gear
- Smart technology including GPS and wireless connectivity
- Chain-less or fully enclosed drive train.
- Flat pedals.
- Solid or puncture proof tyres with a diameter of 26 inches or greater.
- Simple, intuitive front and rear braking system with enclosed wiring.
- All gears, braking mechanisms, cables and parts are fully enclosed from weather and are tamper-proof.

#### **5.22.2 Safety:**

- Lighting system with front and rear lights that are always on when cycle is in use, including day time, and for the first 90 seconds after the cycle is at rest.
- Front, rear, and side reflectors.
- Loud bell or horn.
- Fenders to prevent dirt and water from getting on user.

#### **5.22.3 Warranty:**

- Estimated lifespan of 3 years with 8 rides per day.
- Guarantee of replacement of Bicycles and parts for a period of 7 years.

### **B. Stations/Assigned parking areas**

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

i. Physical design:

- Physical demarcation of parking space for bicycles
- Aesthetic compatibility with existing streetscape.
- Stations to be covered to ensure protection from the heat and rain.
- Continuous power supply, including backup power supply in case of electrical power failure. Backup systems should provide power for a period of at least 12 hours. After the 12-hour period, the system must have the ability to mechanically lock Bicycles that users wish to return.
- Modular in design that can accommodate multiple sizes and configurations. Typical sizes will comprise small Stations (10 bicycles), medium Stations (20 bicycles), or large Stations (30 bicycles).
- Parking areas must be secure against theft
- Suitable surveillance system in place to monitor and ensure security
- Parts are tamper resistant and cannot be removed without proprietary tools.
- Durable design that can withstand environmental elements (rain, sunlight). Rust and graffiti resistant. Easy to clean, replace, and repair.
- Stations are flexible in design to accommodate gaps caused by on-street or sidewalk obstructions such as manhole covers or planter boxes.
- Terminal design casing displays user information.
- The display area should be backlit and should be integrated into the Station design.
- Cycle Parking stations to be kept neat and tidy.

ii. Warranty:

- Expected lifespan for the duration of the contract.
- Guaranteed spare parts/replacement.
- iii. User Interface:
  - Information available in English and local language.
  - Provides general, membership, safety and regulations about the system
  - Accepts Member smart cards/keys, public transport smart cards, and SMS-based access. Guarantees data security as per Indian law and international best practices.
  - Computer board to process QR code or password
  - Accommodates temporary (e.g. daily) and long-term (i.e. smart card-based) memberships.
  - Allows user to report faulty cycle/dock/station at terminal.
  - Allows staff to record visits, cleaning, maintenance, or other necessary tasks.
  - Resistant to vandalism.

**C. Information technology systems:**

- Real-time ride information flow between parking areas/stations, control centre and other web-based platforms (e.g. website, smartphone, third party apps).
- Ability to process temporary Memberships online.
- Control Centre has real-time information on the number of full/empty stations, broken Bicycles.

**D. Control centre**

The central control centre will be the nodal point of availability of all online data and information related to Bicycle sharing system and connected to GCC network of services. It shall consist of the following:

- Equipment health monitoring and generates alerts
- Centralized data storage and its management
- Integration with GCC's Command and Control Centre; Online backup of all data in GCC Control Centre

- Staffed physical office with a customer service centre located in the coverage area and with good public transport access.
- Log of all complaints in a public journal.
- Connected to all the registration centers and station check-in and checkout equipment at the stations
- All software and communication interfaces must be compatible with GCC systems or software and communication interfaces provided to GCC (e.g. phones, computers, etc.).
- Computer terminals and communications equipment allowing Service Provider staff to monitor station status.
- Ability to provide internet-based system usage information to GCC and third parties on a real-time basis.
- Ability to prepare monthly reports on system usage.
- Call centre with the following capabilities:
  - Staff proficient in English and Tamil.
  - Allows users to obtain information on their membership status and recharge their accounts (by credit card).
  - Can provide information on how to subscribe to the system and on system functionality and respond to other customer queries.
  - Guarantees data security as per Indian law and international best practices.

The Service provider must provide the following details to GCC in real-time basis during the course of the contract.

The Service Provider's IT system including website and App should embed or integrate with GCC's website or at a location so directed by GCC. In which case, all the functionality must happen within the frame and must not redirect user to another website.

Access to the all the databases via web services (REST API) with the data formats preferably in JSON / XML / CSV formats. (The minimum update frequency shall be the lowest frequency between cycle usage events).

#### **E. Redistribution**

- Designed to ensure transfer of cycles with minimal damage.
- Follows the same brand guidelines for the entire system. Should look like a part of the rest of the system

- Depot
- Space to store equipment for maintenance and repair of Bicycles.
- Space for spare Bicycles, Stations, parts, and other equipment.
- Parking space for redistribution vehicles.

#### **F. Customer service and marketing**

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

#### **G. Website**

The Service Provider will develop a website on Open standard platform and integrate with any other portal products such as HTML, XML, web services and WSRP. The website shall be browser independent and responsive to run on all leading browsers.

The Service Provider will create a website with the following functionality:

- Create and manage upto date all applications, content, data and information to Chennai Cycle sharing system on online portal as well as mobile app throughout the contract period.
- Provides a user account section with the ability to create a user account, modify the user profile, to purchase memberships and recharge user accounts.
- Available in Tamil and English.
- The website must consistently have a page speed score of 75+/100 for both desktop and mobile site for a visitor load of 500 simultaneous transactions per hour.
- Ability to handle 10,000 page views per day.
- Typical 3 click request for most information on the website.
- The entire website must be embeddable within the GCC website or at a location so directed by GCC. In which case, all the functionality must happen within the frame and must not redirect user to another website.
- A section on frequently Asked Questions (FAQs) related to Cycle sharing, and their related responses.



- The website should have an uptime of 99% as specified by GCC.
  - Has point-of-sale ability Displays real-time station status overlay on a map: name of station, number of Bicycles, and number of available docks.
  - Allows users to track their usage (other innovative applications are encouraged).
  - Specially designed versions for multiple computing devices (desktop computers, smartphones, and tablets).

#### **H. User Accounts**

The Service Provider will provide the option of User Accounts for frequent System users. Depending on the need, the system will allow User to create a temporary or permanent account. The User Accounts will have the following features:

- Ability to open an account online, through a smartphone app, or at a customer service kiosk.
- Required data to open an account include the user's name, address, and mobile number.
- Ability to recharge the account using net banking, credit and debit cards, coupons, and other electronic wallets, via online portal or smart phone application.

#### **I. Fee payment system**

The Service Provider will create a fee payment system by which users can make payment using a mobile phone SMS or smartphone application. The payment system will:

- Register the beginning and end of a cycle sharing trip through a text message or through a smartphone application.
- Send an alert when the duration of the trip is about to exceed the user's balance.
- Send a response/confirmation message for all user actions.

The Users can make payment alternatively at the Customer centres/kiosks. The Service Provider WILL NOT collect cash from users as payment of fee and all transactions shall be through the online platform. The service provider should ensure that facilitators are available at site for the initial period of three months to help users with the payment system.

#### **J. Customer service kiosk**

The Service Provider will maintain a customer service kiosk at a facility

provided by GCC meeting the following standards:

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

#### **K. Marketing**

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

- Establish and maintain a Facebook page with system updates, promotions, and other information.
- Establish and maintain a Twitter feed with system updates, promotions, and other information.
- Establish and maintain a blog on the Cycle Sharing System website with news, interesting stories, and other features.
- Launch phase for three months starting on the Commencement Date including:
  - Marketing events and temporary customer service kiosks at popular cycle parking stations.
  - Membership drive to encourage people to set up User Accounts.
  - Outreach to business associations, resident welfare associations, and other local stakeholders.
  - Advertisements on the radio and print media.

The Service Provider will be expected to spend an amount on print and radio advertisements equivalent to at least 5 per cent of the combined value of Payments during the first year after signing of the Service Provider Agreement and 2 per cent during years 2 through 7.

For any complaint registration by users, provisions shall be made by the Service Provider in Mobile App and web portal. Dedicated Whatsapp number shall be provided to citizens for any complaints/suggestions/feedback with regards to bicycle sharing system. The same shall be monitored by the

Service Provider and adequate responses shall be delivered to citizens within 48 hours.

#### **L. Smart phone applications**

The Service Provider will create smart phone applications compatible with major Smartphone operating systems including iOS, Android, and Windows used by the membership base (as calculated through membership surveys) along with a Vendor Agnostic Web Service. The development shall be done in a Hybrid Integrated Development Environment (IDE) for consistency in feature rollouts. The Smartphone application shall be developed to have the following functionality:

- Real-time station information: name of nearby station, number of Bicycles available, number of available docks.
- Allows users to view membership status and recharge their accounts.
- Provides a user account section with the ability to create a user account, modify the user profile, to purchase memberships and recharge user accounts.
- Responsive interface to facilitate use on a wide range of devices with different sizes.
- Provide the User with option to select a specific button on their cell phone to set as SOS short-cut, when pressed and help continuously for a certain amount of time
- Available as well support unicode and be multilingual in at least English and Tamil
- Typical response time shall be 2-3 seconds or as per the industry standards.
- A section on frequently Asked Questions (FAQs) related to Cycle sharing, and their related responses.
- Must be scalable and technically adaptable to integrate with common mobility/smart card in future.

## **6. Instructions to the Applicants**

This section includes all the important information related to Tender document required to bid for this project.

### **A. GENERAL**

## **6.1. General Information and Guidelines**

- 6.1.1** GCC invites bids to this Request for Proposals ("Tender document") from eligible Applicants as per the scope of work defined in this Tender document. Tender document means this Tender document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda to this Tender document and all other such documents.
- 6.1.2** Any contract that may result from this bidding process will be effective from the date of Signing of the Concession Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of seven years from the date of handing over of the cycle parking locations. The seven years concession period consists of the initial 'Implementation Period' of six months and 'Operation & Maintenance Period' of seven(7) years of existing and proposed solution under this Tender.
- 6.1.3** The assumptions, assessments, statements and information provided in this Tender document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this Tender document shall be binding on the GCC nor confer any right on the Applicants, and the GCC shall have no liability whatsoever in relation to or arising out of any or all contents of the Tender document.
- 6.1.4** Applicants may carry out Project Site visits/ inspections/ testing at their own cost.
- 6.1.5** Applicant / Concessionaire has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 6.1.6** All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by GCC on the basis of this Tender document.
- 6.1.7** No commitment of any kind, contractual or otherwise shall exist

unless and until a formal written Concession Agreement has been executed by or on behalf of GCC. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by GCC shall not give rise to any enforceable rights by the Applicant. GCC may cancel this public procurement at any time prior to a formal written Concession Agreement being executed by or on behalf of GCC.

**6.1.8** This Tender document supersedes and replaces any previous public documentation and communication. Applicants should place no reliance on such communications.

**6.1.9** The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

**6.1.10** The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.10.0 Lakhs (Rupees Ten Lakhs only) in accordance with the provisions of this Tender document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "The Commissioner, Greater Chennai Corporation" payable at Chennai or in the form of a Bank Guarantee acceptable to the GCC, as per format at Annexure-6.

**6.1.11** The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the GCC and the Applicant. Where a demand draft is provided, its validity shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, for the purposes of encashment by the GCC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Applicant except in the case of the Preferred Applicant whose Bid Security (EMD) shall be retained till they have provided a Performance Security in the form of an irrevocable bank guarantee under the Concession Agreement.

**6.1.12** No Applicant shall submit more than one Application for the

Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

- 6.1.13** The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- 6.1.14** The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.
- 6.1.15** In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.
- 6.1.16** If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 6.1.17** The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 and others if any applicable for the project to be executed .
- 6.1.18** The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the Tender document.
- 6.1.19** Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Applicant shall also enclose CV's of the key persons including tasks assigned to them.
- 6.1.20** The Concessionaire shall be responsible for the operations and

maintenance as per the terms set out in the Tender document.

**6.1.21** If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project; such changes shall be carried out without any cost. The quantities of hardware and software items if any as mentioned in this Tender document are indicative.

**6.1.22** An Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the GCC in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Applicant or Concessionaire, as the case may be, after issue of the work order/concession agreement to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Concession Agreement and without prejudice to any other right or remedy of the GCC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the GCC may have thereunder or otherwise, the Letter of Acceptance or the Concession Agreement, as the case may be, shall be liable to be terminated without the GCC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

## **6.2. Change in Ownership**

- i. By submitting the Bid, the Applicant acknowledges that the Lead member, at any point of time throughout the concession period, cannot assign or delegate their rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate their rights, duties or obligations under the

Agreement except with prior written consent of the GCC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Tender document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Tender document / Concession Agreement, be deemed to be a breach of the Tender document / Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

- ii. By submitting the Bid, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the Tender document, the Applicant shall be deemed to have knowledge of the same and shall be required to inform the GCC forthwith along with all relevant particulars about the same and the GCC may, in its sole discretion, disqualify the Applicant or withdraw the letter of agreement from the Selected Applicant, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the GCC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the GCC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the GCC under the Tender document and/ or the Concession Agreement or otherwise.

### **6.3. Cost of Bidding**

The Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The GCC will not be responsible or in any way liable for such costs, regardless of



the conduct or outcome of the Bidding Process.

**6.4. Site visit and verification of information**

- i. Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.
- ii. It shall be deemed that by submitting a Bid, the Applicant has:
  - i. made a complete and careful examination of this Tender Document and unconditionally and irrevocably accepted the terms thereof;
  - ii. received all relevant information requested from the GCC;
  - iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
    - a. existing facilities and structures;
    - b. conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
    - c. conditions affecting transportation, access, disposal, handling and storage of materials;
    - d. all other matters that might affect the Applicant's performance under this Tender document;
  - iv. accepted the risk of inadequacy, error or mistake in the information provided in the Tender document furnished by or on behalf of the GCC relating to any of the matters referred to in this Tender document;
  - v. satisfied itself about all matters, things and information hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this Tender Document and performance of all of its obligations there under;
  - vi. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this Tender Document or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the GCC, or a ground for termination of the Concession Agreement by the Concessionaire;

- vii. acknowledged that it does not have a Conflict of Interest; and
  - viii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- iii. GCC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender Document or the Bidding Process, including any error or mistake therein or in any information or data given by the GCC.

#### **6.5. Verification and Disqualification**

- i. The GCC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Tender document and the Applicant shall, when so required by the GCC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the GCC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the GCC there under.
- ii. The GCC reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:
  - i. at any time, a material misrepresentation is made or uncovered, or
  - ii. the Applicant does not provide, within the time specified by the GCC, the supplemental information sought by the GCC for evaluation of the Bid, or
  - iii. any act or omission of the Applicant results in violation of or non-compliance with this Tender document or any Applicable Laws.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Applicant gets disqualified / rejected, then the GCC reserves the right to take any such measure as may be deemed fit in the sole discretion of the GCC, including annulment of the Bidding Process.

- iii. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the GCC, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Acceptance or entering into of the Concession Agreement, and if the Preferred Applicant has already been

issued the Letter of Acceptance or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender document, be liable to be terminated, by a communication in writing by the GCC to the Preferred Applicant or the Concessionaire, as the case may be, without the GCC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire. In such an event, the GCC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the GCC under the Tender document and/ or the Concession Agreement, or otherwise.

## **B. DOCUMENT**

### **6.6. Contents of the Tender Document**

**6.6.1** This Tender document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued for this tender only.

#### **Invitation for Bids**

- Section 1: Invitation for Proposal
- Section 2: Definitions
- Section 3: Overview of Greater Chennai Corporation
- Section 4: Project Objective and Scope
- Section 5: Scope of Work
- Section 6: Instructions to the Applicants
- Section 7: Evaluation of Bids
- Section 8: Appointment of Concessionaire
- Section 9: Fraud and Corrupt Practices
- Section 10: Miscellaneous
- Section 11: Punitive Clause
- Section 12: Force Majeure
- Section 13: Event of Default and Termination
- Section 14: Dispute Resolution
- Section 15: Liquidated Damages
- Section 16: Exit Management Schedule
- Section 17: Price Bid

#### **Annexures:**

1. Format for General Information.
2. Letter of Application
3. Letter comprising the application for Bid submission.
4. Integrity Pact
5. Power of Attorney for Lead Member of Consortium
6. Joint Bidding Agreement

7. Format for Bank Guarantee
8. Format for Technical bid
9. Financial bid Estimation
10. Power of attorney for signing of Application
11. Memorandum of Understanding
12. Statement of legal Capacity
13. Format for Undertaking
14. Material Specification for selective Products

#### **6.7. Clarifications**

- i.** Applicants requiring any clarification on the Tender document may notify the GCC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated by the date specified in Clause 1.7 (Key Events and Dates). GCC shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The GCC will upload clarifications, if any, on Tamil Nadu tender website (<https://tntenders.gov.in>). The covers/ communication shall clearly bear the following identification/ title: "Queries/Request for Additional Information: Tender for Smart Cycle Sharing Project" Email: [sespecialproject@gmail.com](mailto:sespecialproject@gmail.com)
- ii.** The GCC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the GCC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the GCC to respond to any question or to provide any clarification.
- iii.** The GCC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through the Tamil Nadu tenders website. All clarifications and interpretations issued by the GCC shall be deemed to be part of the Tender document. Verbal clarifications and information given by GCC or its employees or representatives shall not in any way or manner be binding on the GCC.

#### **6.8. Modification in the Tender Document**

- i.** At any time prior to the Bid Due Date, the GCC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Tender document by the issuance of Addendum.
- ii.** Any Addendum / clarification issued hereunder will be in writing and will be published on the Tamil Nadu Tenders website (<https://tntenders.gov.in>)

to make it accessible to all Applicants, and shall be deemed to be a part of this Tender document.

- iii. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the GCC may, in its sole discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

### 6.9. Format and Signing of Bid

- i. The Applicant shall provide all the information sought under this Tender document. The GCC will evaluate only those Bids that are received in the required formats and complete in all respects.
- ii. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- iii. It is expected that Applicants have read and understood the Tender document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the Tender document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted along with the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

### 6.10. Sealing and Marking of Bids

- i. A two cover system shall be followed for the bid. The Applicant shall submit the Bid and seal it in the following two covers:

Cover A:

- (i). **Earnest Money Deposit** for Chennai Cycle Sharing System and
- (ii). **Technical Bid** for Chennai Cycle Sharing System including the following:
  - a. Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
  - b. Power of Attorney for Lead Member of Consortium in the format of Annexure-5
  - c. A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause 6.10.1-ii-a herein specified above.
  - d. Technical Bid: original and copy of the original of the Technical Bid, original and copy of the specifications related details

Cover B:

Original of the Financial Bid on which the following shall be super scribed: **Cover – B Financial Proposal for Chennai Cycle Sharing System**

ii. The Bid shall include the following documents:

i. **Cover A**

S.No.	Documents Type	Document Format
1.	<b>Earnest Money Deposit (EMD)</b>	EMD – Rs. 10.0 Lakhs (Rupees Ten Lakhs) to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of  “ <b>The Commissioner</b> , Greater Chennai Corporation” Payable at Chennai.
2.	<b>General qualification</b>	Power of attorney, company registration and other related documents
3.	<b>Technical Bid</b>	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed.

ii. **Cover B**

S.No.	Documents Type	Document Format
1.	<b>Financial Bid</b>	The Financial Bid proposal shall be prepared in accordance with the requirements specified in this Tender document and in the formats prescribed in RFP document.

iii. The two covers specified in Clauses 6.10 shall be placed in an outer cover, which shall be sealed. Each of the two covers shall clearly bear the following identification:

**“Tender for Chennai Cycle Sharing System”**

and shall clearly indicate the name and address of the Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the cover.

- iv. Each of the covers shall be addressed to the officer designated for the said project.
- v. The Covers A and B, along with the original bid documents issued by GCC, and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer cover. The inner and outer covers shall be addressed to GCC and marked as below: "Tender for Chennai Cycle Sharing System"
- vi. If the covers are not sealed and marked as instructed above, the GCC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Applicant.
- vii. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **6.11. Bid Due Date**

- i. Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.7 in the manner and form as detailed in this Tender document.
- ii. The GCC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with this tender document uniformly accessible for all Applicants.

#### **6.12. Late Bids**

Bids received by the GCC after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected.

#### **6.13. Contents of the Bid**

- i. Generally, the Project will be awarded to the Preferred Applicant.
- ii. The opening of Bids and acceptance thereof shall be substantially in accordance with this Tender document.
- iii. The proposed Concession Agreement shall be deemed to be part of the Bid.

#### **6.14. Modifications/ Substitution/ Withdrawal of Bids**

- i. The Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the GCC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- ii. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the tender document,

with the covers being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- iii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the GCC, shall be disregarded.

#### **6.15. Opening of Bids**

- i. The GCC shall open the Bids (Cover A) received within the specified time, on the Bid Due Date as specified in Clause 1.7 at the place specified in Clause 1.4 and in the presence of the Applicants who choose to attend.
- ii. The representatives of the Applicants should carry the identity card or a letter of authority from the Applicant to identify their bonafides for attending the Technical Bid opening.
- iii. The GCC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Tender document.
- iv. To facilitate evaluation of Bids, the GCC may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.
- v. The technical evaluation of candidates will be done only for these bids for which the clarifications were received.
- vi. Cover B containing the Financial Proposal will remain unopened and will be held in custody of GCC until the time of opening of the Financial Proposals.
- vii. GCC shall invite the Technically Qualified Applicants as described in this tender document for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by GCC separately and individually to such Technically Qualified Applicants.

#### **6.16. Rejection of Bids**

- i. Notwithstanding anything contained in this Tender document, the GCC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the GCC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants to submit fresh Bids hereunder.
- ii. The GCC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.



**6.17. Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Applicants and the GCC.

**6.18. Confidentiality**

- i. Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GCC in relation to, or matters arising out of, or concerning the Bidding Process. The GCC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The GCC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the GCC or as may be required by law or in connection with any legal process.
- ii. The GCC may allow the Concessionaire to review and utilize highly confidential public records and the Concessionaire shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- iii. The Concessionaire shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iv. The GCC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Concessionaire regarding any forbidden disclosure.
- v. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - i. information already available in the public domain;
  - ii. information which has been developed independently by the Applicant / Concessionaire not affecting any interest of the GCC;
  - iii. information which has been received from a third party who had the right to disclose the aforesaid information;
  - iv. information which has been disclosed to the public pursuant to a court order.
- vi. To the extent the Concessionaire shares its confidential or proprietary information with GCC for effective performance of the services the provisions of the Clause 6.18.1 to 6.18.3 shall apply mutatis-mutandis on the GCC.

**6.19. Correspondence with the Applicant**

Save and except as provided in this Tender document, the GCC shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Bid.

**6.20. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the GCC makes official intimation of award through issuance of Letter to Acceptance to the Preferred Bidder/ rejection to the Applicants. While the Bids are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Tender document, from contacting by any means, the GCC and/ or their employees/ representatives on matters related to the Bids under consideration.

**6.21. Deviation Statement**

Applicants may note that GCC will not entertain any deviations to the Tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the Tender document with all its contents.

**6.22. Bid Submission Format**

The Applicant should ensure that all the required documents, as mentioned in this Tender document, are submitted along with the bid and in the prescribed format only. GCC will not accept delivery of Proposal in any manner other than that specified in this Tender document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in different format/contents may lead to the rejections of the bid proposal submitted by the Applicant.

**D. Earnest Money Deposit (EMD)****6.23. Earnest Money Deposit (EMD)**

- i. The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of INR 10.0 Lakhs in the form of Demand Draft/Pay Order/Bankers Cheque/FDR/TDR in favour of "The Commissioner, Greater Chennai Corporation" payable at Chennai or in the form of a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India in favour of the "The Commissioner, Greater Chennai Corporation" in the format as per Annexure– 7 (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the

GCC and the Applicant from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- ii. The GCC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- iii. Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the GCC as non-responsive.
- iv. The Earnest Money Deposit of unsuccessful Applicants will be returned by the GCC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the GCC.
- v. The Preferred Applicant's EMD will be returned, without any interest, upon the Concessionaire signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.
- vi. The GCC shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 6.23.(vii) herein below. The Applicant, by submitting its Bid pursuant to this Tender document, shall be deemed to have acknowledged and confirmed that the GCC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this Tender document. No relaxation of any kind on EMD shall be given to any Applicant.
- vii. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the GCC under the Tender document and/ or under the Concession Agreement, or otherwise, if-
  - i. an Applicant submits a non-responsive Bid;
  - ii. an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in section 9 of this Tender document;
  - iii. an Applicant withdraws its Bid during the period of Bid validity as specified in this Tender document and as extended by mutual consent of the respective Applicant(s) and the GCC;
  - iv. the Preferred Applicant fails within the specified time limit -
    - a. to sign and return the duplicate copy of Letter of Agreement; or
    - b. to sign the Concession Agreement; or

- c. to furnish the Performance Security within the period prescribed there for in the Concession Agreement.

In such an event, the decision of the GCC regarding forfeiture of the EMD shall be final and binding upon Applicants.

- viii. Applicants should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Applicants will be refunded through RTGS / NEFT mode. Applicants should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

- ix. In case of forfeiture of EMD as prescribed in as above, the Applicant shall not be allowed to participate in the rebidding process of the same project.

## E. Pre-Bid Meeting

### 6.24. Pre-Bid Meeting

- i. Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.7 at a time and place specified by the GCC.
- ii. Only those persons who have utilized and evaluated this Tender document shall be allowed to participate in the pre-bid conference.
- iii. A maximum of three representatives of each firm who has downloaded this Tender document shall be allowed to participate in the meeting.
- iv. During the course of Pre-Bid Conference(s), the Applicants may seek clarifications and make suggestions for consideration of the GCC.
- v. The GCC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- vi. All enquiries from the Applicants relating to this Tender document must be submitted to GCC before the deadline mentioned in Tender document (Key Events and Dates – Section 1.7). These queries should also be emailed to [sespecialproject@gmail.com](mailto:sespecialproject@gmail.com).

### 6.25. Administrative Guidelines

- i. This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. GCC is particular about safeguarding the aesthetics and regulatory norms of GCC and expects the

Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key GCC requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:

- ii. GCC reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
- iii. Any civil and architectural work or structural changes required while implementation should go through proper approvals from GCC. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of GCC based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee, and submit the revised plan for approval to GCC. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by GCC.
- iv. All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. GCC will extend assistance in getting the requisite permission from statutory bodies in this regard.
- v. GCC will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, softwares and licenses etc.
- vi. The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- vii. The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration work with their own cost.
- viii. The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.
- ix. The Concessionaire would also be required to maintain a centralized Helpdesk monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, GCC and public.
- x. All the hardware and software supplied and replaced should be new and from reputed OEMs as per the Tender document. The Concessionaire shall ensure that the products procured are of the

OEM (Original Equipment Manufacturer) proposed in the bid. The material shall be checked/ validated/ audited through agency identified by GCC, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to GCC before installation.

#### **6.26. Operation and Maintenance (O&M) Guidelines**

The Concessionaire shall follow the following Operation and Maintenance guidelines:

- i. The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by GCC, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance cycle parking enforcements and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation and more which would be some of the key functionalities for the project operational characteristics.
- ii. Concessionaire will be responsible to deploy on-field and off-field (but on-site at GCC) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of seven years. The Concessionaire has to manage all cycle parking stations and assist the users till they get familiarized with the operation.
- iii. The Central Control Center will be hosted and operated at GCC premises. Concessionaire will operate and maintain all equipment installed at Data Centre. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the Concessionaire.
- iv. The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, CCTVs, LED signages, cycle sensors

and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of seven years from the date of signing of concession agreement and handing over of Cycle Parking lots to the Concessionaire. The Concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals, both on field and inside the Central Control Centre throughout the concession period.

- v. The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
- vi. The team shall also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate monitoring reports.
- vii. The team shall be required to take regular backup of the application data as per the frequency defined by GCC. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
- viii. The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools. The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Concessionaire are referred, referenced, reviewed and maintained up-to-date at all times.
- ix. All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Concession Agreement.
- x. GCC reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the Tender document.
- xi. After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- xii. During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

**6.27. Passive Cabling Guidelines**

- i. The Concessionaire is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling should be governed by a set of standards that specify wiring data centers, offices, and other buildings for data or voice communications, using fiber cables, category 5 (CAT 5E), category 6 (CAT 6), category 6A (CAT 6A) and modular sockets will be used as per requirement of data transfer. All material used shall be conforming to relevant ISO Standards.
- ii. The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

**6.28. General Terms & Conditions:**

- i. The cycle parking lots are allotted on 'as is where is' basis and the Concessionaire agrees not to raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.
- ii. The Concessionaire fee (user fee) shall commence from the date of commencement of cycle sharing operations. The Concessionaire shall at no time raise any dispute regarding the date of commencement of Concessionaire fee and goes with the terms and conditions of this contract. In case the Concessionaire defaults in the payment of Concessionaire fee for three months this agreement shall be liable for automatic termination and forfeiture of security deposit. The Concessionaire shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and GCC shall not entertain any claim (s) in this regard.
- iii. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the GCC to deal with the said Cycle Sharing System as it deems fit and proper.
- iv. The Concessionaire shall not cause any interference/hindrance to any activity of the GCC or any government authority at the cycle parking site in regards to the laying of pipe/conduit/cable etc. and the Concessionaire get the affected area redone at his own expense in an expedient manner as is expected of a prudent person.
- v. The Concessionaire no case allow washing of the



cycles/servicing/repairing etc. in the cycle parking lot/area and that the Concessionaire shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection.

- vi. The Concessionaire will have to operate & supervise the operation and maintenance of the cycle parking lot as per time schedule for the entire concession period and the Concessionaire agrees further to realize the cycle user fees.
- vii. The Concessionaire shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the dockless cycle(s) parked at the parking lot and the Concessionaire shall also be responsible liable for any damages/losses suits arising out of such an incident. That the implementing agency, which is GCC, shall not be liable or responsible for any omissions or commissions by the Concessionaire and/or its staff or any third party and the Concessionaire shall indemnify the implementing agency, GCC, for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Concessionaire. The Concessionaire shall manage the cycle parking through his employees in the initial phases, but shall not be allowed to sublet the cycle parking site to any other person during the initial stage of project implementation. It is to be remembered here that the CSS is to function without any person in the parking lot. The contract shall be liable to be determined with immediate effect, it is noticed by the GCC that in violation of the clause, he has allowed any other person other than his employee, to run the cycle parking lot. A penalty as provided under Penalty clause shall be imposed and if violation continues GCC reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of concessionaire fee.
- viii. The Concessionaire shall not store any articles or allow any vendor or encroachment at the cycle parking sites. He shall also not be allowed to erect any structure at the cycle parking site, temporary or permanent. In case such structure has been erected by the Concessionaire, he shall be liable for prosecution. Such structure, if erected by the Concessionaire in an unauthorized manner, shall be removed/demolished at the risk and cost of the Concessionaire by the GCC. The Concessionaire shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at cycle parking site, the same will be removed without any notice with an imposition of a penalty as per Penalty clause.

- ix. It is a condition of this agreement that the land of the cycle parking site shall always remain the unhindered & exclusive property of the GCC and the Concessionaire shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- x. LOST PROFITS/CONSEQUENTIAL DAMAGES: In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

#### **6.29. Ownership**

GCC shall have an absolute & exclusive right/title/interest in the cycle parking lot/area/bay used by the Concessionaire for parking facilities and in no way shall the user of such property for cycle parking purposes imply of granting any title or ownership to the Concessionaire.

#### **6.30. Miscellaneous Provisions – Interpretation**

Save where the context otherwise requires in this Agreement:

- i. Words Importing persons or parties shall include firms and GCC and any organization having legal capacity;
- ii. Words importing the singular shall include the plural and vice versa where the context so requires;
- iii. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- iv. Reference to any gender includes a reference to all other genders;
- v. References to the words "include" or "including" shall be construed without limitation;
- vi. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- vii. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

### **7. Evaluation of Bids**

#### **7.1. Bid Evaluation Committee**

**7.1.1** GCC will constitute a Bid Evaluation Committee to evaluate the bids.

- 7.1.2** The Bid Evaluation Committee as constituted by GCC may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant in the bid. Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender document. GCC reserves the right to reject any or all proposals on the basis of any deviations from this Tender document.
- 7.1.3** Technical evaluation of the bids will be done as per criteria specified in the tender document.
- 7.1.4** Tests of responsiveness: Prior to evaluation of Bids, the GCC shall determine whether each Bid is responsive to the requirements of this Tender document. A Bid shall be considered responsive if:
- i. it is received as per the format defined in Tender document.
  - ii. it is received by the Bid Due Date including any extension thereof.
  - iii. it is signed, sealed, bound together in hardcover and marked as stipulated in the tender document.
  - iv. it is accompanied by the Earnest Money Deposit.
  - v. it is accompanied by the Power(s) of Attorney, if applicable.
  - vi. it contains all the information (complete in all respects) as requested in this Tender document (in formats same as those specified).
  - vii. it quotes complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Applicant.
  - viii. it does comply with all the Technical specifications and General Terms and conditions.
  - ix. it does not contain any condition or qualification.
  - x. the Applicant has submitted all additional information or clarification as sought by GCC within the prescribed period.
  - xi. Bids without duly signed integrity pact and
  - xii. it is not non-responsive in terms thereof.

**7.1.5** The GCC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the GCC in respect of such Bid. Provided, however, that the GCC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

**7.2. Earnest Money Deposit (Cover-A)**

**7.2.1** The bids without Earnest Money Deposit will be summarily rejected.

**7.3. Technical Evaluation (Cover-A)**

**7.3.1** General eligibility criteria

The bid of the Applicant shall be evaluated on the basis of the following General Eligibility Criteria:

Basic Requirement	Specific Requirements	Documents Required
Applicant Entity	<p>1. Legal entities duly registered under the Companies Act 1956/ 2013 are allowed.</p> <p>2. In case of consortium, the lead members shall be a Legal entity duly registered under the Companies Act 1956/ 2013.</p>	<p>a. Certificate of incorporation</p> <p>b. Registration certificates</p> <p>c. Copy of the consortium agreement in case of consortium, clearly specifying the roles and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper.</p>
General Requirement	Applicant/ lead member in case of consortium should be in operation for a period of at least 3 consecutive years in India, prior to the last date of bid submission.	Self-certified copy of documents to establish the General requirement conditions to be enclosed.
Net-worth	Sole Applicant or lead member (in case of consortium) shall have positive net worth as per the audited financial statement of the of the last three financial years until 2016 - 17	Certificate from the Statutory Auditor

Basic Requirement	Specific Requirements	Documents Required
Solvency	The Applicant or lead member (in case of consortium) shall have BankSolvency certificate of not less than Rs.10 Crores (certificate issued within last six months from the date of issue of this Tender document will be considered for this purpose)	Certificate from bank in this regard.
Registration under tax labour laws, electrical laws etc.,	The Applicant or the lead member should have a registered number of: (i) GST where his business is located. (ii)Income Tax PAN (iii)ESI & EPF registration as per labour laws.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have GST, ESI & EPF registration, then the Applicant has to give the undertaking that he will get these registrations within 45 day from the date of signing of agreement for this work.
No Baring certificate	An entity which has been bared, by the Central Government/any State Government/GCC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an application , either individually or as member of consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure-8.
Integrity pact	Duly signed integrity pact as per Annexure -4.	The applicant has to submit duly signed Integrity pact as per Annexure-4 along with its proposal.

The Applicant shall submit all the documents in the prescribed formats mentioned in the Tender document.

### 7.3.2 Consortium

Where the Applicant is a consortium, lead member along with other members of the consortium shall execute the Concession Agreement and implement the Project. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the GCC. In such case, substitute member shall be

of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the General eligibility and technical criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- i. number of members in a consortium shall not exceed 3 (three);
- ii. the Application should contain the information required for each member of the Consortium;
- iii. members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have highest equity shareholding in consortium and shall have an equity share holding of at least 51% (fifty one percent) of the paid up equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-5 signed by all the other members of the Consortium;
- iv. the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- v. an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- vi. undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- vii. commit to the profit and loss sharing ratio of each member; commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- viii. include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement
- ix. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-6 (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
  - a. that notwithstanding anything contrary contained in this

- Tender or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
- b. that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
  - c. that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
  - d. that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the GCC against any losses or third party claims arising due to the sub-contractor/consortium's default
  - e. that the proposed roles and responsibilities, if any, of each member;
  - f. the minimum equity stake commitment, to be held by each member;
  - g. that members of the Consortium shall not dilute their equity stake in the Consortium throughout the concession period.
  - h. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
  - x. except as provided under this Tender document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the GCC;
  - xi. in case an Applicant is a Consortium, then the term Applicant as used in this Tender document, shall include each Member of such Consortium.

### **7.3.3 Change in composition of the Consortium**

Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the GCC during the Bid Stage, only where:

- i. the Lead Member continues to be the Lead Member of the Consortium;
- ii. the substitute is at least equal, in terms of Technical Capacity or

- Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the General eligibility and technical evaluation criteria for Applicants; and
- iii. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.
    - a. Approval for change in the composition of a Consortium shall be at the sole discretion of the GCC and must be approved by the GCC in writing. The Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
    - b. The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.
    - c. The option of change in composition of the Consortium may be exercised by any Applicant who is either a Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project.

#### **7.3.4 Conflict of Interest**

An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the GCC shall be entitled to forfeit and appropriate the Earnest Money Deposit, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the GCC and not by way of penalty for, inter alia, the time, cost and effort of the GCC, including consideration of such Applicant's proposal, without prejudice to any other right or remedy that may be available to the GCC under the Tender Document and/ or the Concession Agreement or otherwise.

#### **7.3.5 Technical bid evaluation**

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



- i. Experience with operation of two(2) Cycle sharing systems with a combined fleet of five thousand (5,000 Bicycles) for a consecutive period of two years anytime during the past three years, through an explicit contract/concession,
- ii. Experience of operations of Cycle Sharing Systems with a combined usage of at least forty lakh (40,00,000)Rides during the past three years, through an explicit contract/concession,
- iii. Experience with development, operation and maintenance of online web portal and mobile Applications for at least two (2) transport systems currently in operation.

In the case of a Consortium, at least one member of the Consortium must have the aforementioned experience. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant.

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

- iv. Bidder's proposed solution for the Chennai Cycle Sharing System meets or exceeds the technical specifications.

#### **7.3.6 Financial Eligibility Criteria:**

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

- i. Average annual turnover equal to or above ten crore (Rs. 10,00,00,000) or foreign currency of equivalent value during the last three consecutive financial years for which audited financial reports are available (ie. For 2014-15, 2015-16 and 2016-17).
- ii. The aggregate turnover of a consortium would be considered for the purpose of compliance with financial eligibility criteria. In case a bidder is relying on qualifications of subsidiary/parent firm for being considered while determining compliance with the technical eligibility criteria, then in such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

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

the form of an auditor/ Chartered Accountant Certificate that the turnover specified has arisen from transport business, in case the firm is deriving its turnover from businesses other than transport related businesses.

### **7.3.7 Evaluation of Financial Bids**

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

- i. Bidders will quote in terms of User Charge per hour per cycle, to the customer for using the System. The rate should be quoted in Indian Rupees (INR) and is exclusive of applicable taxes.
- ii. The Bidder with the lowest Cycle User Charge per hour per cycle will be selected as the Concessionaire..

## **8 Appointment of Concessionaire**

### **8.1 Selection of Applicant**

8.1.1 After selection of Preferred Applicant, a Letter of Award (the "LOA") shall be issued, in duplicate, by the GCC to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the GCC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant to acknowledge the LOA.

8.1.2 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, and GCC reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.

8.1.3 Upon issue of LOA to the Preferred Applicant, GCC will release the EMD of all Applicants, except the Preferred Applicant.

8.1.4 After acknowledgement of the LOA as aforesaid by the

Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within the period as communicated by GCC. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

## **8.2** Term of the Concession Agreement

The term of this Concession Agreement for managing, monitoring and enforcement of on Cycle Sharing System in the assigned zone(s) shall be a period of seven (7) years or Eighty four (84) months from the date of start of commercial operations, excluding a Six (6) month period for mobilisation, procurement, installation, training and testing before the start of commercial operations. The Concession Agreement period shall not be extended beyond seven (7) years. Any further extension of the concession period would be to the sole discretion of GCC and would be well intimated Six (6) months prior to the closure of the concession agreement.

## **8.3** Performance Bank Guarantee

8.3.1 The Preferred Applicant will be required to submit a Performance Bank Guarantee (PBG) equal to 5 times the value of EMD to the GCC within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

8.3.2 In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

8.3.3 In case, the Preferred Applicant fails to submit performance bank guarantee within the time stipulated, the GCC at its discretion may cancel the Letter of Acceptance issued to the Preferred Applicant without giving any notice and may invoke the EMD of such Preferred Applicant.

8.3.4 GCC shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or GCC incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms and conditions.

## **8.4** Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- i. After successful implementation of this project;

- ii. Successful managing, operation and maintenance of all the services under this agreement;
- iii. Payment of all the penalties throughout implementation, operation and maintenance period;
- iv. Payment of all concession fees as per agreement along with penalties, if any;
- v. At the end of the concession period, Performance Bank Guarantee of Concessionaire will be released after successful handing over of all existed assets such as cycle parking lots and created assets such as hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over, the Concessionaire has to get it rectified/replaced the same at his own cost within 15 days; if not GCC will get it rectified at the risk and cost of the Concessionaire.
- vi. On production of clearance for all applicable dues, if any

## **8.5** Signing of Concession Agreement

8.5.1 Subsequent to GCC's issuing Letter of Acceptance to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with the GCC within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Applicant within the prescribed period.

8.5.2 Failure of the Preferred Applicant to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify GCC for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.

8.5.3 Notwithstanding anything to the contrary mentioned above, GCC at its sole discretion shall have the right to extend the time lines for execution of Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

## **8.6** Tax Liability

8.6.1 The Concessionaire shall be responsible for all the statutory taxes like GST, income tax and others if any to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the GCC whatsoever on any account.

8.6.2 The Concessionaire indemnifies GCC from any claims that may

arise from the statutory authorities in connection with this project.

8.6.3 The Concessionaire should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the GCC be drawn into litigation on these counts.

**8.7 Failure to Agree with the Terms and Conditions of the Tender document**

8.7.1 The performance of Applicant will be continuously reviewed by GCC to maintain the terms & conditions as specified in this Tender document. Based on the review, if the Concessionaire fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Concession Agreement may be terminated by giving 30 days notice as cure period and if it is not cured within 30 days then GCC will terminate the Concession Agreement by giving further notice of 30 days for termination of Concession Agreement. GCC's decision in this regard will be final. In case of termination of this Concession Agreement, GCC shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. GCC will not pay any charges to the Applicant. Failure of the Preferred Applicant/ Concessionaire to agree with the Tender document shall constitute sufficient grounds for the annulment of the award, in which event GCC may take a decision to re-issue the Tender document. In such a case, GCC shall invoke the PBG of the most responsive Applicant / Preferred Applicant.

8.7.2 In addition, GCC reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Applicant / Concessionaire and black-list the Applicant / Concessionaire.

**9 Fraud and Corrupt Practices**

**9.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (LOA) and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the GCC may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Concessionaire, as the case may be, if it determines that the Applicant or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

in the Bidding Process. In such an event, the GCC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the GCC under the Tender document and/ or the Concession Agreement, or otherwise.

**9.2** Without prejudice to the rights of the GCC hereinabove and the rights and remedies which the GCC may have under the LOA or the Concession Agreement, or otherwise if an Applicant or Concessionaire, as the case may be, is found by the GCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Applicant or Concessionaire shall not be eligible to participate in any Tender or Tender document issued by the GCC during a period of 2 (two) years from the date such Applicant or Concessionaire, as the case may be, is found by the GCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**9.3** For the purposes of this Clause 9, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the GCC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the GCC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 6.1.22 of this Tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the GCC in relation to any matter

concerning the Project;

- ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the GCC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **10 Miscellaneous**

### **10.1 Jurisdiction of Court**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Chennai shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

### **10.2 Right of Decision Making with GCC**

The GCC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the GCC by, on behalf of, and/ or in relation to any Applicant; and/ or
- iv. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

### **10.3 Claims and Liability Clause**

It shall be deemed that by submitting the Bid, the Applicant agrees and

releases the GCC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

#### **10.4 No nuisance clause**

The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.

#### **10.5 Work Hindrance due to restrictions**

In the event of any restrictions being imposed by the GCC, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

- i. The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
- ii. The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
- iii. Labour huts/ stay of workmen will not be allowed at project area and in GCC area;
- iv. The Concessionaire shall be responsible for behaviour and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
- v. The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the GCC;
- vi. The Concessionaire shall be responsible for the conduct and behaviour of its workers employed for the work;
- vii. The GCC shall have the right to have any person removed who is



considered unacceptable due to the reasons of security, efficiency, conduct and the likes. Similarly, Concessionaire reserves the right to change the staff as per its requirement;

- viii. The GCC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

#### **10.6** Implementation schedule for the project from concessionaire

The Applicant has to give the weekly, monthly and quarterly implementation scheduled for CSS under this Tender document along with the technical bid. However total implementation will have to be completed in 6 (six) months from the date of handing over of the cycle parking lots as located by the concessionaire with the approval from GCC.

#### **10.7** Indemnity Clause

The Concessionaire shall defend, indemnify, release and hold harmless the GCC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or GCC), public or for loss of or damage to property (including Concessionaire's or GCC's property), in each case whether directly or indirectly resulting from or arising out of Concessionaire's performance under this Tender document / concession agreement.

#### **10.8** Applicable Law(s)

The Concessionaire has to follow all the applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended from time to time while providing these services.

#### **10.9** Integrity Pact

The Applicant shall submit a duly signed integrity pact as per Annexure-4 along with its proposal as per the Tender document.

#### **10.10** Documents and Information

The documents including this Tender document and all attached documents, provided by the GCC, are and shall remain or becomes

the property of the GCC and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Bid in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Applicants, and the GCC will not return to the Applicants any Bid, document or any information provided along therewith.

#### **10.11 Language**

The Bid and all communications in relation to or concerning the Tender Document shall be in English language. If any supporting document is in any other language other than English, translation of the same in English language duly attested by the Applicant, shall be provided. In case of discrepancy, English translation shall govern.

#### **10.12 Conflict of Interest**

An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be

- undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the paid up equity shareholding of such intermediary; or
- ii. a constituent of such Applicant is also a constituent of another Applicant; or
  - iii. such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
  - iv. such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
  - v. such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - vi. such Applicant or any Associate thereof has participated as a consultant to the GCC in the preparation of any documents, design or technical specifications of the Project.

10.12.1 For purposes of this Clause, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

### **10.13 Non Transferability of Tender document**

This Tender document is non-transferable.

### **10.14 Loss and Theft of Property**

The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of Tender document available for use. If Concessionaire fails

to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then GCC will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

**10.15 Severability**

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

**10.16 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to GCC:

\_\_\_\_\_ (designation of authorized officer)

\_\_\_\_\_

\_\_\_\_\_

Fax No. \_\_\_\_\_

If to the Concessionaire:

The \_\_\_\_\_ (Designation)

\_\_\_\_\_

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Fax No. \_\_\_\_\_

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- i. in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

#### **10.17 Interest**

10.17.1 Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the GCC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire to the GCC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the GCC.

10.17.2 Provided the stipulation regarding interest for delayed payments shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

#### **10.18 Waiver**

10.18.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

10.18.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

## 11 Punitive Clause

### 11.1 Penalty for delay

GCC will impose penalty on the Concessionaire for not meeting the post Implementation Service Level Agreements (SLAs) . This would be supported by the respective facts and figures. The quantum of fine would be decided on case to case by GCC.

11.1.1 SLAs during implementation: These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable from the day of commissioning of the project.

### 11.2 Other penalties

11.2.1 It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Tamil Nadu of Chennai, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches.

11.2.2 The penalties across various breaches could be categorized as follows (this includes but not limited to the following):

- a. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of GCC.
- b. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
- c. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.

11.2.3 For any of the breach for the above-mentioned category, a penalty would be levied on the Concessionaire for every instance of

occurrence and if not responded within the agreed timeline and response time, then GCC has the right to take necessary action. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event.

11.2.4 Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

### **11.3 No Penalty Clause**

Penalties shall not be levied on the Concessionaire in the following cases:

11.3.1 In case of a force majeure event affecting the SLA which is beyond the control of the Concessionaire, Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this Tender document.

11.3.2 Theft cases by default/ vandalism would not be considered as "beyond the control of Concessionaire". Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance and other safe measures as required to maintain the desired required SLA.

## **12 Force Majeure**

### **12.1 Definition of Force Majeure**

The Concessionaire or the GCC, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Tender document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### **12.2 Force Majeure events**

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- i. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other

- extreme atmospheric conditions;
- ii. Radioactive contamination or ionizing radiation or biological contamination;
- iii. A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Concessionaire or any of its Sub Concessionaires or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- iv. general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Concessionaire and which affect the timely implementation and continued operation of the Project;
- v. An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven(7) days.

12.2.1 For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". Insofar as applicable to the performance of Services, Concessionaire will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

### **12.3 Notification procedure for Force Majeure**

12.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.

12.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Tender document.



## **12.4 Allocation of costs arising out of Force Majeure**

12.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

12.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

## **12.5 Liability on loss of material**

Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

## **12.6 Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Tender document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the gap of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

# **13 Events of Default and Termination**

## **13.1 Events of Default**

Any of the following events shall constitute an event of default.

- i. The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay complete implementation of the scope of work defined in this Tender document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of the cycle parking lots;
- ii. The Concessionaire has failed to complete implementation of the scope of work defined in this Tender document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of

- the cycle parking lots;
- iii. The Concessionaire is in Material Breach of O&M Requirements;
  - iv. Any representation made or warranties given by the Concessionaire under this Tender document is found to be false or misleading;
  - v. The Concessionaire has created any Encumbrance on the Project Site in favour of any Person, as otherwise expressly permitted under this Tender document;
  - vi. The Concessionaire has failed to ensure minimum shareholding requirements.
  - vii. A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
  - viii. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of GCC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Tender document, and provided further that:
    - a. the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Tender document;
    - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Tender document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and
    - c. Tender document remains in full force and effect.
  - ix. The Concessionaire has abandoned the Project Facilities.
  - x. The Concessionaire has repudiated this Tender document or has otherwise expressed an intention not to be bound by this Tender document.
  - xi. The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
  - xii. The Concessionaire has otherwise been in Material Breach of any of its

other obligations and terms and conditions under this Tender document.

- xiii. The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
- xiv. The Concessionaire reporting bankruptcy to the GCC, or any appropriate statutory forum.
- xv. If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the GCC or is convicted by any orders of the Court.
- xvi. If the GCC has a reason to believe that the CSS contract has been transferred/sold or in any way alienated to any third party or that the cycle parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such cycle parking space.
- xvii. If the Concessionaire makes any encroachment on the public land.
- xviii. If the cycle parking station is used in such a way that it obstructs the passage for the pedestrian traffic.
- xix. If the cycle parking site is used for any purpose other than parking of cycles.
- xx. If the Concessionaire obstructs the entry of Chairperson/Commissioner/Deputy Commissioner/project engineers of the GCC or any other Officer authorized by him/her.
- xxi. If the Concessionaire obstructs the entry of any elected representatives of the Indian Federal System governing the GCC and their respective officers authorized by him/her.
- xxii. If the Concessionaire does not resolve the complaints of the vehicle owners/GCC within the reasonable time.
- xxiii. If the Concessionaire puts up any super-structure in contravention of the terms & conditions.

### **13.2 No Breach of Obligations**

The Concessionaire shall not be considered to be in breach of its obligations under this Tender document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Tender document is affected by or on account of any of the following:

- i. Force Majeure Event as provided under clause 12;
- ii. Compliance with written instructions of the GCC or the directions of any Government Agency in writing, other than instructions issued as a

consequence of a breach by the Concessionaire of any of its obligations hereunder or any applicable law;

### **13.3 Termination due to Events of Default**

If the Concessionaire is desirous of terminating the concession agreement hereby created before the expiry of the period of the contract, it shall give to GCC three months' notice in writing of its intention to terminate the concession agreement and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit in the form of PBG will stand forfeited in favour of the implementing agency (GCC). Notwithstanding anything contrary contained in this agreement, nothing would prevent the GCC to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the Concessionaire whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the GCC shall have the right to terminate the agreement without any notice for the following violations:

- i. If the Concessionaire commits breaches of any of the conditions.
- ii. If the Concessionaire is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

13.3.1 Without prejudice to any other right or remedy which the GCC may have in respect thereof under this Tender document, upon the occurrence of an Event of Default, the GCC shall be entitled to terminate this Agreement as hereinafter provided.

13.3.2 If GCC decides to terminate this Agreement pursuant to preceding clause 11.3.1, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to GCC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, GCC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

13.3.3 the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, GCC shall be entitled to terminate this Agreement by issue of Termination

Notice and to appropriate the Performance Security (PBG) if subsisting.

#### **13.4 Termination Notice**

If GCC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 13.3, it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice
- iii. the estimated Termination Payment including the details of computation thereof and
- iv. any other relevant information.

#### **13.5 Obligation of Parties**

Following issue of Termination Notice by GCC in accordance with clause 13.4, the Parties (i.e. the Concessionaire and the GCC) shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- ii. the Termination Payment, if any, payable by the Concessionaire is paid to the GCC before the Termination Date; and
- iii. the Project Facilities are handed over to GCC by the Concessionaire on the Termination Date, free from any Encumbrance, under this Agreement.

#### **13.6 Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Tender document, if the Concessionaire cures the underlying Event of Default to the satisfaction of the GCC at any time before the Termination occurs, the Termination Notice may be withdrawn by the GCC, provided that the Concessionaire shall compensate the GCC for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

#### **13.7 Termination Payments**

Upon Termination of this Agreement, the GCC shall be entitled to receive Termination Payments as under:

- i. If the Agreement is terminated due to Event of Default, GCC shall forfeit the Performance Bank Guarantee furnished by the Concessionaire, and all the assets and services created under this project will become the property of GCC. The Concessionaire shall pay all fees/ dues, if any, to the GCC before the date of termination.

### **13.8 Rights of GCC on Termination**

Upon Termination of this Agreement for any reason whatsoever, GCC shall have the power and authority to:

- i. Enter upon the Project Site and take over the Project Facilities without any hindrance.
- ii. prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site / Project Facilities;
- iii. step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire, under such of the Project Agreement(s), as GCC may in its discretion deem appropriate with effect from such date as GCC may specify, Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by GCC for step in shall and shall always constitute debt between the Concessionaire and such counter party and GCC shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 13;
- iv. Notwithstanding anything contained in this Agreement, GCC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Site/facilities by the Concessionaire to GCC shall be free from any such obligation.
- v. Notwithstanding anything contained in this Agreement, the right of GCC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Concessionaire fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Concessionaire shall be liable to pay to GCC and GCC shall be entitled to recover from the Concessionaire, an amount that represents a genuine estimate of

the losses, damages and costs suffered by GCC by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at the rate of 100% of the applicable minimum guaranteed Concession Fee for next six months when the Concession is terminated plus the costs incurred by GCC for recovery of the Project Facilities. Such liquidated damages shall be recoverable from the Termination Date to the date when GCC receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to GCC against the Concessionaire who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

### **13.9 Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Concession Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

## **14 Dispute Resolution**

**14.1** Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (GCC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the approval of Chairman/Chairperson/Commissioner, GCC on receipt of written notice / demand of appointment of Arbitrator from either party.

- 14.2** The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of GCC, Chennai only.
- 14.3** Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Concessionaire shall continue to perform and make due payments to GCC as per the Concession Agreement.

## **15 Liquidated Damages**

- 15.1** Time is the essence of the Agreement and the delivery dates are binding on the Concessionaire. In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the GCC shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the penalty clause 5.11.3 and punitive clause 11 of this Tender document. In the event of Liquidated Damages exceeding an amount of Indian Rupee two crores (Rs.2,00,00,000.00) in a year, the GCC has a right to invoke "Termination Clause". The activities pursuant to the termination of the Concession Agreement shall be in-line with the conditions of the Tender document.

## **16 Exit Management Schedule**

### **16.1 Purpose of exit management**

This Clause sets out the provisions, which will apply on expiry or termination of the Concession Agreement.

### **16.2 Transfer of assets**

16.2.1 The Concessionaire shall within fifteen (15) days of the expiry of the Concession Agreement or termination of the Concession Agreement, whichever is earlier, hand over all the assets and services belonging to the GCC, as per the Assets List in the concession agreement which is duly signed by GCC and accepted by



Concessionaire, in proper working condition to the GCC.

16.2.2 In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 45 days of such handing over otherwise GCC will get it rectified at the risk and cost of the Concessionaire.

16.2.3 Performance Bank Guarantee of the Concessionaire will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to GCC, and after adjustments of any amount due and recoverable from the Concessionaire under this Agreement by GCC, if any.

16.2.4 Upon service of a notice under this Clause the following provisions shall apply:

- i. in the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Concessionaire, the Concessionaire shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the GCC.
- ii. All title to the Assets and Services to be transferred to the GCC pursuant to this Clause shall be transferred to GCC, within the time period as per the terms and conditions laid down in Clause 13 and further detailed in the concession agreement.

16.2.5 The outgoing Concessionaire will pass on to GCC, the subsisting rights in any licensed products on terms not less favourable to GCC, than that enjoyed by the outgoing Concessionaire.

### **16.3 Cooperation and Provision of Information**

During the Exit Management Period:

- i. the Concessionaire will allow the GCC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the GCC to assess the existing services being delivered;
- ii. promptly on reasonable request by the GCC, the Concessionaire shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Concessionaire). The GCC shall be entitled to

copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Concessionaire shall permit the GCC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the GCC to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.

**17 Price Bid**

The Price Bid for the tender document titled “Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation” has to be provided in the following format.

Sl. No	Description of work	Quantity	Unit	Rate/per hour in INR	Total Amount (in INR)
1	To provide the facilities as mentioned in the Section 5, the concessionaire shall quote the amount to be collected from the cycle user, for Cycle usage charges per cycle per hour to maintain for seven years.	1	Nos		

The above price bid is meant for:

- a. providing IT based Cycle Sharing System which is automated, cost effective, scalable, secure, environment friendly, energy efficient and must entail minimum human intervention for day-to-day Cycle Sharing
- b. And as per the scope of work along with the terms and conditions of the contract specified in the body of this RfP.

## Annexure 1–Format for General Information

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

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation/registration	
Year of incorporation/registration	
No of employees	
Legal status of firm (company/partnership/proprietorship, etc.)	
Registration/incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
Ownership structure, business growth revenue details, staff details and/or capability statement.	
Management team	
Products/services offered	
Annual sales volume (in rupees)	
Major clients	

Business partners (and the services/products they offer)	
History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time	
History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time	

## Annexure2 - Format for Letter of Application

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

Date: \_\_\_\_\_

To,

[Designation of official]

[Address]

E-mail: [ ]

Phone: [ ]

Sir,

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

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

1. The applicant's legal status
2. The applicant's principal place of business
3. Documents evidencing the incorporation/registration of the firm, including place of incorporation
4. Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
5. All documents as specified in Technical Bid and RFP in respective envelopes.
6. The EMD/Bid Security amount of Rs. 10,00,000 (Rs Ten lakh) vide DD no. \_\_\_\_\_ dated \_\_\_\_\_ of bank \_\_\_\_\_ drawn in favour of \_\_\_\_\_ and payable at \_\_\_\_\_ (city).

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

This application is made in the full understanding that:

1. Our bid and any information submitted for at the time of bidding will be

subject to verification by GCC.

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

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

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

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

Signed,

[Name]

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

## Annexure 3 - Letter comprising the application for Bid submission

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

Date: \_\_\_\_\_

To,

The Superintending Engineer  
Special Project Department  
Greater Chennai Corporation  
5<sup>th</sup> Floor, Amma Maaligai  
Chennai – 600 003.  
Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (here-inafter "the Bidder"), and having reviewed and fully understood the Technical bid qualification information provided in the RfP No. \_\_\_\_\_, the undersigned hereby applies to be qualified by you as a Concessionaire for the Chennai Cycle Sharing System.

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

- The applicant's legal status
- The applicant's principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective covers.
- The EMD/Bid Security amount of Rs. 10,00,000 (Rs.Ten lakhs) vide DD no. \_\_\_\_\_ dated \_\_\_\_\_ of bank \_\_\_\_\_ drawn in favour of \_\_\_\_\_ and payable at \_\_\_\_\_ (city).

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



This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by GCC.
- GCC has reserved the right to:
  - Amend the scope of work for the Cycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
  - Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and
- GCC shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

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

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

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

Signed,

[Name]

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

## Annexure 4 - Integrity pact

**INTEGRITY PACT DOCUMENT**  
**(TO BE EXECUTED IN PLAIN PAPER AND APPLICABLE FOR**  
**PRE-CONTRACT INTEGRITY PACT)**

**General**

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made on .....the day of the month of .....year ..... Between on one hand Greater Chennai Corporation (GCC), under the administrative control of Government of Tamil Nadu, India, acting GCC Commissioner (hereinafter called the "The Authority" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns)of the First Part

and

M/s \_\_\_\_\_  
 \_\_\_\_, represented by, \_\_\_\_\_

<Designation> (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns ) of the Second Part.

WHEREAS the AUTHORITY proposes to select a Concessionaire (Bidder) for Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation (hereinafter called "The Project")and the Bidder/Seller is willing to offer his services for the said assignment.

2. Whereas the Bidder is a private company/public company/partnership/JV registered firm, constituted in accordance with the relevant law in the matter and the Authority is a part of Government of Tamil Nadu, India, performing its functions on behalf of the state government.

**Objectives**

3. Now, therefore, the Authority and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any

influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Authority to implement the project through a competitive price bid in conformity with the defined specifications of the

Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by their officials by following transparent procedures.

### **Commitments of the Authority**

4. The Authority Commits itself to the following:-

4.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Authority will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Authority will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the

same is *prima facie* found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Authority that the

Bidder is the direct concessionaire/concessionaire and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the

Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any entity linked with Government of India and their state bodies that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **8. Earnest Money/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RfP as Earnest Money/Security Deposit, with the Authority through any of the following instruments:-

(i) Bank Draft or a Pay Order in favour of the .....

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the GCC, on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Authority shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument, as stated in RfP.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the Authority, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Authority to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## 10. Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Authority to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money Deposit/PBG shall stand forfeited either fully or partially, as decided by the Authority and the Authority shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To encash the PBG, if furnished by the Bidder, in order to recover the payments, already made by the Authority, along with interest.

(v) To cancel all or any other Contracts with the Bidder.

(vi) To debar the Bidder from entering into any bid from the Government of Tamil Nadu for a minimum period of seven years, which may be further extended at the discretion of the Authority.

(vii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(viii) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Authority, or alternatively, if any close relative of an officer of the Authority has financial interest/stake in the Bidder's firm, the same shall be

disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Authority to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(ix) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority, and if he does so, the Authority shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

10.2 The decision of the Authority 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.

## **11. Fall Clause**

11.1 The Bidder undertakes that he has not implemented nor implementing a similar Cycle Sharing System at price lower than that offered in the present bid in respect of any other State or Central Government Departments of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other locations directly or indirectly linked to Government of India under the same technical specifications at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Authority, if the contract has already been concluded.

## **12. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity



Pact, the Authority or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

#### 14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Authority i.e. Chennai(Tamil Nadu) or as decided by the AUTHORITY.

#### 15. Other Legal Actions

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.

#### 16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the Authority and the Bidder/Concessionaire, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on

\_\_\_\_\_ .

AUTHORITY BIDDER

Commissioner, GCC

Bidder

Witness

Witness

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

Annexure 5 - Power of Attorney for Lead Member of Consortium

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 GCC ("GCC") has invited applications from interested parties for the Chennai 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 GCC to follow up with GCC and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the concession agreement is entered into with the successful bidder.

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

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

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

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

Memorandum of Understanding

Know all men by these present that we, \_\_\_\_\_ and \_\_\_\_\_ (herein after

collectively referred to "the consortium / joint venture") for execution of tender.

Whereas the GCC has invited tenders from the interested parties for the Chennai 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.

## Annexure 6 - Joint Bidding Agreement

**Format for Joint Bidding Agreement for Joint Venture***(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, having its registered office at ..... }and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

**WHEREAS,**

(A) Greater Chennai Corporation (GCC), established under the Government of Tamil Nadu in Chennai City, represented by its Commissioner and having its principal office at Rippon Building, Chennai – 600 003 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. .... dated .....(the "**RfP**") for award of contract for "**Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation**"(the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RfP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RfP document that the members of

the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

### **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

### **2. Joint Venture**

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

### **3. Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority for performing all its obligations as the Contractor in terms of the project execution through DBFO (Design, Build, Finance and Operate) mode for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RfP and the Concession Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract.

### **6. Share of work in the Project**

The Parties agree that the work/activity in the DBFO mode of project execution, operation, maintenance and transfer to the Authority, to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party}:

Further, the Lead Member shall by itself undertake and perform ----- %, if the Contract is allocated to the Joint Venture.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under

this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security (EMD) by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of Government of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	Designation)	( (Designation)
(Address)	(Address)	(Address)

In the presence of:

1..... 2.....



## Annexure 7 - Format for Bank Guarantee

[On bank's letterhead with stamp]

To

The Commissioner

Greater Chennai Corporation

Ripon Building

Chennai – 600003

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

- That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Concessionaire.
- That any account settled between the Owner and the Concessionaire shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- That this guarantee commences from the date hereof and shall remain in force for a period of 7 (seven) years and 180 days.
- That the expression 'the Concessionaire' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

The Conditions on this obligation are:

- If the Concessionaire fails or refuses to enter into the Concessionaire Agreement within the time limit specified in the Letter of Acceptance.
- If the Concessionaire fails to perform its obligations under the
- Concessionaire Agreement to be entered into between the GCC and the Concessionaire pursuant to issuance of Letter of Acceptance by GCC to Concessionaire.

We undertake to immediately pay to the Owner in Chennai the above amount upon receipt of its first written demand, without the Owner having to substantiate its

demand, provided that in its demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions mentioned above and specifies the occurred condition or conditions.

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]

## Annexure8 - Format for Technical bid

The Concessionaire will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the technical requirements. The form is to be submitted for each firm in case of consortium/joint venture.

*Technical eligibility*

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

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

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

	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YY					
DD/MM/YY					
DD/MM/YY					

<i>Time Period</i>	<i>City</i>	<i>Experience with Website and Smart application for transport systems</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
DD/MM/YY - DD/MM/YY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YY					
DD/MM/YY					
DD/MM/YY					

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

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
<b>Stations</b>	Provide attributes of the station not listed below			

1. Station design	Discuss how the station blends fit into the urban landscape			
2. Station typologies and space requirements	Provide architectural drawings of the station footprint including all dimensions; specify exterior materials			
3. Informal display board/Terminal	Provide architectural drawings of the terminal including all dimensions; specify exterior materials			
4. Station computer	Specify the operating system, software and communications system; power requirements			
5. GPS tracking device	Specify tracking device criteria for cycle and control centre to track the location.			
6. Power supply	Specify power requirements (AC and/or DC); hardwired or solar			
7. Functionality during power outage	Specify backup power supply			
8. System for notification about damaged Bicycles	Describe the user interface and functionality at the dock, terminal and any other mechanism for reporting faults			
9. System information display	Specify screen type; detail ability to perform in low/high light environments; ability to withstand environmental elements (ex. sun,			

	dust, vandalism)			
10. Finishing	Specify the type and durability/replacement of station finishing's (both exterior surface and any paint or decals)			
11. Installation process	Provide a brief overview of the site preparation, station placement, required machinery, excavation if any, other			
<b>Bicycles</b>	Provide a picture and any details not outlined below			
12. Frame and Fork	Material, size, geometry and paint quality			
13. Drivetrain	Crank (all aspects), chain, B/B: Specification, make and model			
14. Gearing	Specification, make and model; provide details of tamper resistance and resilience			
15. Wheelset	Hub (F&R), spokes, rims: Specification, make and model			
16. Tyres	Specification, make and model; include detail on puncture resistance			

17. Handlebar	Specification, make and model			
18. Braking mechanism	Specification, make and model for front and rear			
19. Lights/ Reflectors	Specification, make and model; lumens; include power source and details of lifespan; Certification (ISO)			
20. Mudguards / fenders	Specification, make and model.			
21. Seat	Specification, make and model			
22. Basket	Specification, make and model; capacity (weight and volume)			
23. Bell / horn	Specification, make and model; picture detailing the mount to the cycle			
24. Identification system	Provide details of all visual and electronic mechanisms for identifying a cycle			
25. Finishing	Detail all aspects of the cycle finishing not yet discussed (example: stainless hardware)			
26. Proprietary design, size and tooling	Discuss theft-proof aspects of the bicycle and proprietary tooling used			

27. Software	Provide an overview of software, compatibilities and where it is used elsewhere			
28. Payment gateways	Specify each payment gateway; accepted methods of payment; data security; time (delay) between payment and reflection in system			
<b>Control centre</b>				
29. Information exchange between stations, control centre, website, and GCC	Detail the real-time information flow including but not limited to the type, mechanism, security of the information and back-up mechanisms			
30. Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
31. Website	Provide a site map			
32. Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
<b>Operations</b>				



33. Preventative maintenance	Describe preventative maintenance procedures for hardware and software			
34. Repairs	Describe repair protocol for hardware and software; include where the capacity will come from and supply chain (in-house or outsourced)			
35. Redistribution	Describe redistribution plan in terms of operations, infrastructure and capacity			
36. Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
37. Depot/ Maintenance Facility	Describe the physical structure(s) and operational plan for maintaining a depot and performing maintenance			
38. Marketing	Describe marketing capacity (in-house vs. outsourced), conventional and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			
39. Overall staffing requirements and plan	Provide an organizational chart with staffing estimates; qualification requirements; specify part-time/full time employees. Include total jobs created.			

*Financial eligibility*

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

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

## Annexure9 - Financial bid Estimation

Table1: Capital investment (Price Schedule)

Sl no	Item description	Unit	Quantity	Unit rate (Rs)	Total Amount (Rs)

Table 2: Operation and Maintenance Price Schedule for 7 years

Sl no	Item description	Y1	Y2	Y3	Y4....

Table 3: Total Project Cost including operation and maintenance throughout concession period.

Sl no	Schedule	Total costs(Rs)
	Total Project Cost(Capital Investment) (Schedule 1)	
	Total O&M cost (Schedule 2) for seven years	

Annexure 10 - Power of attorney for signing of Application

Know all men by these presents, We.....  
 (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Proposal for Selection of Request for Proposal for Selection of Concessionaire for Development, Implementation, Design, Built, Finance and Operate (DBFO) the dock less cycle sharing system facility for a period of 7 (Seven) years in GCC area under Greater Chennai Corporation which includes 15 zones under Greater Chennai Corporation(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the GCC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

### Annexure 11 –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 GCC has invited tenders from the interested parties for the Chennai 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.

Annexure 12 - Statement of legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

We hereby confirm that we/our members in the Consortium(constitution of which has been described in the application)satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (Insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (Insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

\* Please strike out whichever is not applicable.

## Annexure 13–Format for Undertaking

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

[Signature]

[Company stamp]

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



## Annexure 14 - Material Specifications

### **Molded Shank Raised Pavement Markers**

The general requirements and the specifications for Reflective Pavement Markers (RPM), as prescribed in the proposed 5th revision of "Specification for Road and Bridge Works", are summarized in brief here under:

- i. *General:* The work cover the providing and fixing of reflective pavement marker (RPM) or road stud, a device which is bonded to or anchored within the road surface, for lane marking and delineation for night-time visibility. It reflects incident light in directions close to the direction from which it came.
- ii. *Material:* Plastic body of RPM/road stud shall be molded from ASA (Acrylic Styrene Acrylonitrile) or HIPS (Hi-impact Polystyrene) or Acrylonitrile Butadiene Styrene (ABS) or any other suitable material approved by the Engineer. The markers shall support a load of 13,635 kg tested in accordance with ASTM D4280.
- iii. Reflective panels shall consist of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of the light entering the lens face. Lenses shall be molded of methyl methacrylate conforming to ASTM D 788 or equivalent.
- iv. *Design:* The slope or retro-reflecting surface shall preferably be 35 + 50 to base and the area of each retro-reflecting surface shall not be less than 13.0 sq.cm.

These proposed revised specifications also specify the requirement of Warranty & durability. These requirements are as under:

Warranty and durability: The Contactor shall submit a two year warranty for satisfactory field performance including stipulated retro-reflectance of thereflecting panel, to the Engineer. In addition, a two year warranty for satisfactory infield performance of the finished road marker shall also be given by the Contractor who carries out the work of fixing of reflective road markers. In case the markers are displaced, damaged, get worn out or lose their reflectivity compared to stipulated standards, the Contractor would be required to replace all such markers within 15 days of the intimation from the Engineer, at his own cost.

### **Hot applied thermoplastic compound**

The thermoplastic pavement material shall not undergo any significant breakdown or deterioration when held at 170°C for four hours or during four one hour reheatings to the plastic temperature. The softening point and viscosity characteristics of the plastic material shall remain constant through four reheatings and should be the same from batch to batch.

The thermoplastic material shall be homogeneously composed of aggregate, pigment, resins and glass reflectorizing beads. The colour of the compound shall be white or yellow.

**Properties:** The properties of thermoplastic material, when tested in accordance with ASTM D36/BS-3262-(Part-I), shall be as below:

- i. Retro Reflective Test as per IRC:35-2015
- ii. Luminance:
  - a. White: Daylight luminance at 45° 65 percent min as per AASHTO M249
  - b. Yellow: Daylight luminance at 45° 45 percent min as per AASHTO M249

#### Application Properties of Thermoplastic Material

The thermoplastic material shall readily get screeded / extrude at temperatures specified by the manufacturers for respective method of application to produce a line of specified thickness which shall be continuous and uniform in shape having clear and sharp edges.

The material upon heating to application temperatures shall not exude forms which are toxic, obnoxious or injurious to persons or property.

#### Preparation:

The material shall be melted in accordance with the manufacturer's instructions in a heater with a mechanical stirrer to give a smooth consistency to the thermoplastic material to avoid local overheating. The temperature of the mass shall be within the range specified by the manufacturer, and shall on no account be allowed to exceed the maximum temperature stated by the manufacturer. The molten material should be used as expeditiously as possible and for thermoplastic material which has natural binders or is otherwise sensitive to prolonged heating, the material shall not be maintained in a molten condition for more than 4 hours.

After transfer to the laying equipment, the material shall be maintained within the temperature range specified by the manufacturer for achieving the desired consistency for laying.

#### Application

Marking shall be done by machine. For locations where painting cannot be done by machine, approved manual methods shall be used with prior approval of the Engineer. The Contractor shall maintain control over traffic while painting operations are in progress so as to cause minimum inconvenience to traffic compatible with protecting the workmen.

Where the compound is to be applied to cement concrete pavement, a sealing primer as recommended by the manufacturer, shall be applied to the pavement in advance of placing of the stripes to ensure proper bonding of the compound. On new concrete surface any laitance and/or curing compound shall be removed before the markings are applied.

The thermoplastic material shall be applied hot either by screeding or extrusion process. After transfer to the laying apparatus the material shall be laid at the temperature within the range specified by the manufacturer for the particular method of laying being used. The paint shall be applied using a screed or extrusion machine.

The pavement temperature shall not be less than 10° C during application. All surface to be marked shall be thoroughly cleaned of all dust, dirt, grease, oil and all other foreign matter before application of the paint.

The material when formed into traffic stripes, must be readily renewable by placing an overlay of new material directly over an old line, such new material shall so bond itself to the old line that no slotting or separation takes place.

Thermoplastic paint shall be applied in intermittent or continuous lines of uniform thickness of at least 2.5mm unless specified otherwise. Where arrows or letters are to be provided, thermoplastic compound may be hand-sprayed. The glass beads shall be applied at the rate of 250grams per square meter area.

The markings shall be done to accuracy within the tolerances given below:

- a. Width of lines and other markings shall not deviate from the specified width by more than 5 percent.
- b. The position of lines, letters, figures, arrows and other markings shall not deviate from the position specified by more than 20 mm
- c. The alignment of any edge of a longitudinal line shall not deviate from the specified alignment by more than 10mm in 15 m
- d. The length of segment of broken longitudinal lines shall not deviate from the specified length by more than 150mm
- e. The White thermoplastic pavement marking shall conform to CGSB 1-GP-12C WHITE 513 -301.

### **Properties of Finished Road Markings**

The finished lines shall be free from ruggedness on sides and ends and be parallel to general alignment of the carriageway. The upper surface of the lines shall be level, undisturbed and free from streaks.

- a) The stripe shall not be slippery when wet.
- b) The marking shall not lift from the pavement in freezing weather.

### **Traffic Warning Signage Board**

- i. Size of the sign board shall be 1000 mm Equilateral Triangle
- ii. It shall be made out of micro prismatic grade cube corner Retro Reflective sheeting conforming to IRC 67-2012
- iii. These signs should be of retro-reflective sheetings of high intensity grade or prismatic grade depending upon the importance of the road as directed by the Engineer.

### **Flexible Spring Post**

- i. It shall be made of elastomeric polymer makes it strong & resistant against repeated crashes and shocks.
- ii. Its excellent rebound ability quickly restores it to its original state without any damage to the vehicle
- iii. UV Stabilized non-fading colors.
- iv. Reflective stripes for night time visibility.

- v. Flexible posts reduce the risk of motorist injury.

**Retro Reflective Sign board**

- i. Retro reflectorized cautionary, mandatory and informative sign as per IRC:67 2012.
- ii. It shall be made of high intensity grade micro prismatic HIP type IV sheeting, including lettering fixed over aluminum sheeting, 2mm thick firmly fixed over aluminum sheeting, 2mm thick.
- iii. It shall be firmly fixed to ground by means of properly designed foundation with M15 grade cement concrete 45cmx45cmx60cm below ground level as per approved drawing.

Note: The above material specification is meant for the Selective Products to be used (if any) in Cycle Sharing System) project.