

REQUEST FOR PROPOSALS (RFP)

Appointment of Agency for Installation and Operation of Public Bicycle Sharing System in Ranchi City

NIT No. : SUDA/SCM/RSCCL-PBS/03/2017-06

Issued on : 16/08/2017



RANCHI SMART CITY CORPORATION LIMITED (RSCCL)

URBAN DEVELOPMENT & HOUSING DEPARTMENT

Government of Jharkhand

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I. Disclaimer

Ranchi Smart City Corporation Limited (RSCCL) has prepared this Request for Proposals (RFP) to install and operate the Ranchi Cycle Sharing System. The RFP has been prepared with an intention to invite prospective bidders and to assist them to make their decision to submit a proposal. The RFP is a detailed document with specified terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Ranchi Cycle Sharing System.

RSCCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither RSCCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information, which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so. The information is provided on the basis that it is non-binding on RSCCL, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. We would also request the bidders to go through the RFP in detail and bring to notice (of RSCCL) any kind of error, misprint, inaccuracies, or omission in the document.

RSCCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

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

2. Introduction

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

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

Ranchi Municipal Corporation (RMC) and other agencies of the Government of Jharkhand will strive to develop safe facilities for cycling in conjunction with the rollout of the Cycle Sharing System in Ranchi.

Phase I of the Ranchi Cycle Sharing System will consist of 1,200 cycles at 120 stations (see Table I) and is scheduled to open in late 2017. The initial coverage area will include key destinations including public transport hubs, landmarks, marketplaces, government and educational institutions. The Ranchi Cycle Sharing System will connect these destinations to key modes of public transport, including RMC's city bus service and various shared auto rickshaw services in the city. In addition, the ticketing system for the Cycle Sharing System is expected to be integrated with the electronic fare collection system(s) used by the city bus services and proposed MRT system(s) in Ranchi.

Table I. Proposed size of system

		Phase-I*
Number of stations	Small (12 docks)	94
	Medium (24 docks)	16
	Large (36 docks or parking area)	10
	Total	120
Number of bicycles		1,200

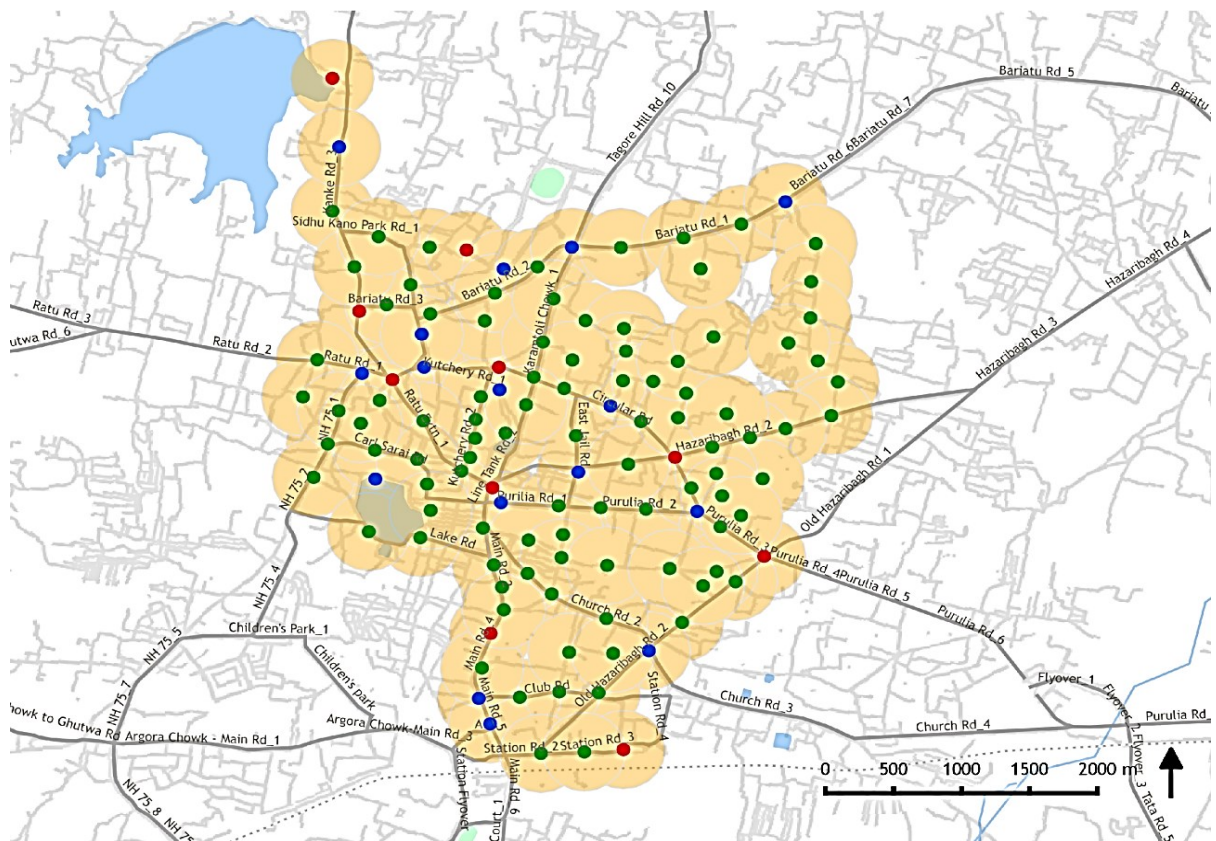


Figure I. Map of proposed station locations for Phase I of the Ranchi Cycle Sharing System, indicating station size (red = large, blue = medium, and green = small).

RSCCL 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 Ranchi, Jharkhand.

3. Notice Inviting Tender

 Government of Jharkhand Urban Development & Housing Department Ranchi Smart City Corporation Limited 4 th Floor, Project Bhawan, Dhurwa, Ranchi- 834004 e-mail: ranchismartcity@gmail.com CIN: U45309JH2016SGC009206		 Smart City
NOTICE INVITING TENDER		
Tender Notice No. : SUDA/SCM/RSCCL-PBS/-3/2017-06 Date:16/08/2017 Ranchi Smart City Corporation Limited (RSCCL) is inviting tenders in 2 separate envelopes (Technical and Financial) from the prospective bidders for 'Appointment of agency for installation and operation of Public Bicycle Sharing System In Ranchi City'. The interested firms may submit their bid within the stipulated time. The tender schedule is mentioned below:		
1	Name of the Work	"Appointment of Agency for Installation and Operation of Public Bicycle Sharing System in Ranchi City"
2	Tender Fee (Non-Refundable)	₹5,000.00 (Rupees Five Thousand Only)
3	Earnest Money Deposit (Refundable)	₹2,00,000.00 (Rupees Two Lakhs Only)
4	Publication of RFP to the website	18/08/2017, 1100 hrs
5	Last date for receiving pre-bid queries	Up to 25/08/2017, 1400 hrs.
6	Date of Pre-bid meeting	28/08/2017 at 1500 hrs.
7	Mode of submission of bids	offline
8	Tender document availability	http://udhd.jharkhand.gov.in/Other/TendersNew.aspx
9	Last Date/Time for submission of bid	14/09/2017 up to 1400 hrs.
10	Date of Technical Bid Opening	14/09/2017 at 1500 hrs.
11	Place of Pre-bid meeting and bid submission address (hard copy of technical and financial bid)	O/o The Director, State Urban Development Agency (SUDA), 4th Floor, Project Bhawan, Dhurwa, Ranchi-834004
12	Helpline no.	Phone No. – 0651-2446640 E-mail – ranchismartcity@gmail.com
<ol style="list-style-type: none"> The instruction about tender document submission, detailed terms and condition, specification, technical and financial eligibility criteria and other details may be seen on our website http://udhd.jharkhand.gov.in/Other/TendersNew.aspx The bidders fulfilling the technical and financial criteria of RFP are eligible to participate in the tender. The project consists of work as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional tenders will not be accepted. RSCCL has right to accept/reject any tender without assigning any reason. RSCCL reserves all rights to reject whole or part of the proposal, all or any proposal and to modify terms and conditions. 		
PR-168564 (Urban Development) 2017-18		Sd/- (Rajesh Kumar Sharma) Director, SUDA

4. Milestones

The detailed timetable for the bidding process that shall apply is specified below. All times are IST. RSCCL reserves the right to make any changes in this timetable at its sole discretion.

Milestone	Date
Issue of RFP Documents to Bidders	16/08/2017
Pre-bid Meeting	15:00, 28/08/2017
Last date for receipt of pre-bid queries	14:00, 25/08/2017
Last date for receipt of Bids	14:00, 14/09/2017
Date of Opening of Technical Bids	15:00, 14/09/2017
Date of Opening of Financial Bids	Will be decided later
City initiates negotiations with preferred Offeror (approx.)	
The selected Offeror provides cycle share services (phase I)	

The above time frame is indicative and would be subject to change as may be notified by RSCCL from time to time. Please refer to the NIT for further information about the tender schedule.

5. Definitions

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

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

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

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

“**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.

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

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

“**Commencement Date**” means the date stipulated by RSCCL for commencement of the Cycle Sharing System by the Service Provider under the Service Provider Agreement and shall not be earlier than 120 days from the date of signing of Service Provider Agreement. The Commencement Date will be the first day of the first Payment Period.

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

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

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

“**Control Centre**” means the central facility of the Cycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Cycle Sharing System as well as from users, agents, employees, and service providers.

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

“**Cycle Sharing System**” or “**System**” means a personal public transport system consisting of a network of cycles and automated stations in which a user can check out a cycle at any station using an RFID-based smart card or key and return the cycle to any other station and in which information is tracked real-time using an information technology system. “Cycle Sharing System” refers to the hardware, software, and premises associated with this RFP for the city of Ranchi that is being implemented by RSCCL in various phases, unless otherwise specified.

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

“**Depot**” is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of cycles and stations for the Cycle Sharing System. The depot may be included with the Control Centre or at a different location.

“**Dock**” means an electronic unit for locking a single cycle at a station when the cycle is not in use.

“**Fleet**” means the number of cycles that are available for use in the Cycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 22 hours during the respective 24-hour period. Cycles are not considered part of the Fleet during Redistribution.

“**Membership**” means an agreement between the Service Provider and a customer for a specified period of time in which the customer gains access to the Cycle Sharing System.

“**Member**” means a customer who has entered a Membership agreement with the Service Provider.

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

“**Payment Period**” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, a period of one month.

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

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

“**RFP**” and/or “**RFP Document**” means Request for Proposals and refers to this Document.

“**Ride**” is a trip taken by a registered customer of the Cycle Sharing System in which a cycle is checked out from one Station and returned to another Station.

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

“**Service Charge**” means an amount RSCCL will compensate the Service Provider for operation of the Cycle Sharing System, subject to incentives and adjustments.

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

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

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

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

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

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

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

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

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

6. Instructions to bidders

6.1. *Due Diligence*

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

6.2. *Cost of Bidding*

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

6.3. *Clarification to RFP Documents*

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to RSCCL in writing by post, courier, or by facsimile at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting at the following addresses / fax number in order to enable RSCCL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

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

The Director,
 State Urban Development Agency,
 4th Floor, Project Bhawan, Dhurwa, Ranchi-834004
E-mail: ranchismartcity@gmail.com
Phone: 0651-2446640

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

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

6.4. *Amendment of Bidding Documents*

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

6.5. *Pre-Bid Meeting*

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders 03:00 PM on 28/08/2017 at the office of Director, SUDA, 4th Floor, Project Bhawan, Dhurwa, Ranchi.

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

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting RSCCL may, at its sole discretion, extend the Deadline for Submission of Bids.

6.6. *Documents Constituting Bid*

The documents constituting the Bid shall be as follows:

6.6.1. Technical Bid with Bid Security

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

6.6.2. Financial Bid

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

6.7. *Preparation of Bids*

6.7.1. Language of Bid

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

6.7.2. Bid Currency

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

6.7.3. Format of Earnest Money Deposit (“EMD”) or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 2,00,000/- (Rupees Two lakh only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of a demand draft, banker’s cheque, or irrevocable bank guarantee drawn in favour of “Ranchi Smart City Corporation Limited,” and payable at Ranchi.

6.7.4. Currency of Bid Security

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

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

The following conditions for consortiums and joint ventures (JV) shall apply:

- The Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with RSCCL. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied with this RFP. Any such agreement shall clearly specify the lead bidder and the various consortium/JV partners with their respective roles and responsibilities if any in the Ranchi Cycle Sharing System.
- In case of the successful bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956/2013. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.
- A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle RSCCL to reject the Bid in its sole discretion.
- RSCCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

6.7.5. Authentication of Bid

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

6.7.6. Validation of interlineations in Bid

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

6.7.7. Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid– Original" and "Technical Bid– Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

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

6.7.8. Sealing and Marking of Bids

Bids shall be marked as follows:

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

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

6.8. *Period of Validity of Bids*

6.8.1. **Validity Period**

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

6.8.2. **Extension of Period of Validity**

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

6.8.3. **Extension of Area of Operation**

If RSCCL or selected concessionaire feel that there is the demand for extending the area of operation for public bike sharing system, the interested party may make a proposal in writing to other party and both the concerned parties, based on their evaluation of the proposal will take a decision, whether the proposal is viable or not. The service charge (charges per cycle per day) shall remain the same for the extended area of operation also.

6.8.4. **Mailing Address for Bids**

Bids shall be addressed to the following:

The Director,

State Urban Development Agency,

4th Floor, Project Bhawan, Dhurwa, Ranchi-834004

E-mail: ranchismartcity@gmail.com

Phone: 0651-2446640

6.9. *Deadline for Submission for Bids*

6.9.1. **Last Date and Time for Submission**

The Bids must be received by RSCCL at the specified address by 14.00 hours IST on 14/09/2017. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for RSCCL, the Bids will be received up to the appointed time on the next working day.

6.9.2. Extension of Deadline for Submission of Bids

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

6.9.3. Late Bids

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

6.10. Modification and Withdrawal of Bids

6.10.1. Modification of Bid

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

6.10.2. Withdrawal of Bid

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

6.11. Bid Process – Steps & Evaluation

6.11.1. Opening of Technical Bid - The Qualification Bids

Technical Bid received by RSCCL in response to this RFP shall be opened by RSCCL in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at 15:00 hours on 14/09/2017 at the office of the Director, SUDA. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for RSCCL, the Bids shall be opened at the appointed time and location on the next working day.

6.11.2. Announcement of Bids

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

6.11.3. Opening of Financial Bids

After the evaluation of Technical Bid has been completed, RSCCL shall

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

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

6.11.4. Completeness of Bids & Rectification of Errors

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

6.11.5. Clarification of Bids

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

6.11.6. Rejection of Bid

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

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

In addition to the foregoing, in the event a Bidder makes an effort to influence RSCCL in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such

Bidder's Bid.

6.11.7. Eligibility criteria

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

Technical Eligibility Criteria

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

- Experience of operations of Cycle Sharing Systems with a combined fleet of 750 cycles for a consecutive period of two years anytime during the past four years, through an explicit contract/concession, AND
- Experience of operations of Cycle Sharing Systems with a combined usage of at least 10,00,000 Rides during the past three years, through an explicit contract/concession.

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

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

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

Financial Eligibility Criteria:

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

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

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

In case a bidder is relying on qualifications of subsidiary/parent firm for

being considered while determining compliance with the technical eligibility criteria, then in such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

6.11.8. Evaluation of Financial Bids

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

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

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

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

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

6.13. Discharge of Bid Security of successful Bidder

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

6.14. Forfeiture of Bid Security

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

6.14.1. If a Bidder withdraws the proposal during the period of Bid validity, or

6.14.2. In the case of a Successful Bidder, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

6.15. RSCCL's right to accept or reject any and/or all Bids

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

6.16. Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the RSCCL at the time of finalization of the Provider Agreement. It is clarified that the issuance of the Letter

of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence supply of the equipment for the Cycle Sharing System. The signing of the Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by RSCCL in its sole discretion.

6.17. Expenses for the Provider Agreement

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

6.18. Annulment of Award

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

6.19. Failure to abide by the Provider Agreement

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

7. General conditions of contract

7.1. Application

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

7.2. Standard of Performance

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

7.3. Use of Provider Agreement & Information

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

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

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

7.4. *Indemnity*

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

7.5. *Performance Guarantee*

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to RSCCL, for an amount equal to Rs. 50,00,000/- (Rupees fifty Lakhs) for Cycle Sharing System with 1,200 (number) cycles. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex H of this RFP.

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

7.6. *Representations and Warranties*

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

- 7.6.1. In accordance with the standards laid out in the RFP by RSCCL for the Cycle Sharing System and those provided during the term of the agreement;
- 7.6.2. As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- 7.6.3. Compliant with the Technical Specifications set forth in Annex A;
- 7.6.4. Fit and sufficient for the purpose(s) for which they are designed and developed;
- 7.6.5. Be new;
- 7.6.6. Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- 7.6.7. Be free from defects in design, material and workmanship, whether latent or otherwise,

Service Provider hereby represents and warrants that neither any component of the

Cycle Sharing System nor any use thereof by RSCCL will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

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

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

7.7. *Assignment*

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

7.8. *Delay in providing the Cycle Sharing System*

The Service Provider shall ensure that the Cycle Sharing System is provided to RSCCL as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of RSCCL:

7.8.1. Forfeiture of Service Provider's Performance Guarantee

7.8.2. Imposition of liquidated damages on Service Provider in terms of this RFP

7.8.3. Termination of the Service Provider Agreement

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

7.9. *Quality check & acceptance of equipment*

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

7.10. *Liquidated Damages*

In the event of delay in supply of the Cycle Sharing System by the Service Provider

beyond the Commencement Date and up to the end of the additional period provided by RSCCL , Service Provider shall pay to RSCCL liquidated damages @ Rs. 50,000/- (Rupees Fifty Thousand only) per day of delay in making the service operational. In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within 90 days of Commencement Date, RSCCL reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by RSCCL on the Performance Guarantee.

In the event of delay in supply of the cycles by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by RSCCL , Service Provider shall pay to RSCCL liquidated damages @ Rs. 100/- (Rupees one hundred only) per cycle per day of delay.

7.11. Right to Inspect Cycles, Support Facilities and Documents

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

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

RSCCL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Cycle Sharing System, through an authorized agent or representatives. RSCCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist RSCCL in such inspections.

7.12. Ownership & Protection of Property/Data

RSCCL shall retain the title and ownership of any site allotted by RSCCL to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Cycle Sharing System. Such title and ownership of RSCCL in any such site shall not pass to Service Provider.

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

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

After the expiry or termination of the Service Provider Agreement, Service

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

7.13. Confidentiality Obligations of Service Provider

7.13.1. Confidential Information

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

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

7.13.2. Confidential Exceptions

Confidential Information shall not include information which:

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

7.13.3. Period of Confidentiality

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

7.14. Force Majeure

RSCCL shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delay in performance or failure to perform Provider's obligations under the

Provider Agreement is the result of an event of Force Majeure, provided the Service Provider has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

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

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

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

- 7.14.1. Earthquake, flood, inundation and landslide
- 7.14.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- 7.14.3. Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- 7.14.4. Acts of terrorism;
- 7.14.5. Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- 7.14.6. Break down of the Plant or any part thereof
- 7.14.7. Action of a Government Agency having Material Adverse Effect including by not limited to
 - Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Cycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.
 - Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound

7.14.8. Early termination of this Agreement by RSCCL for reasons of national emergency or national security.

7.14.9. War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosions, volcanic eruptions.

7.15. *Termination due to Force Majeure Event*

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

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

7.16. *Events of Default and Termination*

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

7.16.1. Service Provider Event of Default

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

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

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

7.16.2. RSCCL Event of Default

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

- RSCCL is in breach of any of its obligations under this Agreement

and has failed to cure such breach within sixty (60) days of occurrence thereof

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

7.16.3. Termination due to Event of Default

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

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

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

7.17. Termination for RSCCL Event of Default

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

7.17.1. Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.

7.17.2. Receive compensation equivalent to 50% of the depreciated value of the installed hardware, including Cycles and Stations.

7.17.3. Discharge of the performance guarantee in full.

7.18. Termination for Insolvency, Dissolution, etc.

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

7.19. *Suspension*

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

7.19.1. In the event and to the extent RSCCL is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).

7.19.2. In the event Service Provider fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by RSCCL to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by RSCCL in its sole discretion, from the date of issue of such notice of suspension.

7.20. *Arbitration*

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

7.21. *Jurisdiction*

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

7.22. *No Waiver of Rights and Claims*

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

8. Scope of work

8.1. Terms of contract

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

The Service Provider shall:

8.1.1. Hardware and software:

- 8.1.1.1. Procure Cycles and Stations as per the Authorised Fleet size set by RSCCL, each of which shall comply with the technical standards specified in Annex A.
- 8.1.1.2. Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- 8.1.1.3. Procure software to aid in monitoring, planning, and the redistribution of cycles.
- 8.1.1.4. Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between RSCCL and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- 8.1.1.5. Procure software and hardware for the processing of customer payments via cash, credit card, net banking, mobile-based banking systems, and other media. Such software and hardware must be compatible with the RFID-based fare collection to be used in city bus services and future MRT system.
- 8.1.1.6. Operate only such equipment that meets the technical criteria in Annex A at all times during the Contract Period.

8.1.2. Operations:

- 8.1.2.1. The Service Provider will develop and modify, from time to time, a detailed operating plan (“Operating Plan”) for the Cycle Sharing System. The Operating Plan will detail all aspects of operations including but not limited to redistribution, preventative maintenance, repairs, and customer service procedures. The Service Provider will incorporate suggestions on the Operating Plan from RSCCL and will operate the Cycle Sharing System in accordance with the Operating Plan.

- 8.1.2.2. Establish a payment system to receive customer payments for Memberships and usage fees via multiple payment media. Such software and hardware must be compatible with the RFID-based fare collection system to be used in city bus services and future MRT system.
- 8.1.2.3. Establish the required facilities, equipment, and vehicles for the operations of the Cycle Sharing System.
- 8.1.2.4. Enlist trained professionals to operate the Cycle Sharing System. The Service Provider will prepare a Human Resources Plan specifying how Cycle Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by RSCCL.
- 8.1.2.5. Bear all expenses towards Operation of the Cycle Sharing System through the entire period and not claim any additional expenses.
- 8.1.2.6. Establish and maintain a Control Centre, called the “Service Provider Control Centre,” that will monitor operations of the Cycle Sharing System. The Control Centre will constitute RSCCL’s single point of contact to enable RSCCL to coordinate with the Service Provider in the course of the day-to-day operation and management of the Cycle Sharing System by RSCCL. The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and RSCCL .
- 8.1.2.7. Provide access to an IT-enabled monitoring system with which RSCCL may monitor the Cycle Sharing System. The Service Provider will provide real-time information access and periodic summary reports in an electronic format specified by RSCCL containing but not limited to the following information:
 - Fleet size
 - For each Station:
 - Number of full Docks
 - Number of empty Docks
 - Operational status
 - For each Cycle:
 - Operational status: in service, out of order, etc.
 - Number of Rides taken on the Cycle during its lifetime and since last maintenance
 - Trip Data
 - Number of Rides taken using the system
 - Record of each Ride taken using the system, including the user ID, origin, destination, start time, end time, and cycle ID.

8.1.2.8. Develop and sell advertising space on the cycles, the stations, kiosks, and maintenance depot. The space for advertising shall have to be approved by RSCCL.

8.1.2.9. Not carry out any other commercial activities on or near Cycle Sharing System facilities unless explicitly approved by RSCCL.

8.1.3. Customer service:

8.1.3.1. 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.

8.1.3.2. Carry out marketing activities to promote use of the Cycle Sharing System.

8.1.3.3. Provide real-time data on available Cycles and Stations at each Station to RSCCL and to third parties in a format specified by RSCCL.

8.1.4. Legal:

8.1.4.1. Bear all applicable National, State and local taxes on purchase of equipment.

8.1.4.2. Bear all applicable insurance, including vehicle insurance and passenger insurance as required under:

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

8.1.5. The Service Provider shall retain ownership of the Cycle Sharing System at the End of Contract. The RSCCL has first right of refusal in the purchase of the Cycle Sharing System should it be interested.

8.2. Contract Period

This Contract is being granted for the installation and operation of the Ranchi Cycle Sharing System for a Contract Period of 6 (six) years including the time required for mobilisation and system installation. If the Service Provider completes the contract period successfully, then RSCCL may consider to extend the contract for a further duration.

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

8.3. *Timeline*

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

Task	Task to be completed before the end of the indicated month, measured from the date of contract signing
Demonstrate initial prototype stations and cycles.	1
Submit station siting plans for review.	1
Submit marketing plan for review.	2
Submit beta website for review.	2
Demonstrate final prototype stations and 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 60 Stations and 600 Cycles.	6
Begin accepting applications for registration.	6
Submit station siting plans for remaining 40 Stations for review.	6
Training and Testing Period complete.	9
Install remaining 60 Stations and 600 cycles	9
System launch	9

8.4. *Training and Testing Period*

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

8.4.1. Staff required for operations and maintenance of the entire Cycle Sharing System.

8.4.2. At least 4 Stations (with at least 48 Docks and 32 Cycles), the Control Centre, and a Depot for the purpose of training and testing of operations.

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

8.5. *Passenger Fare Determination and Collection*

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

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

Proposed maximum subscription rates

Subscription type	Rate (Rs)
Daily subscription	30
Monthly subscription	200
Annual subscription	1,000

Proposed usage fees

Time period	User fee (Rs)
First 30 minutes	Free
30–59 minutes	5
60–119 minutes	10
each additional hour	15

Note : In no case any commuter will be allowed to keep a particular cycle for more than 10 hours continuously. In case, one breaches this norm a penalty of Rs. 5,000/- will be imposed.

8.6. Cycles Docks & Stations

The Service Provider will present prototype Cycles and a Station for the Cycle Sharing System to RSCCL for inspection. RSCCL will have the right to review all station hardware and software to ensure they meet the technical criteria specified. Should RSCCL find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 30 days to propose a solution. The final designs will be subject to approval from RSCCL. After receiving approval on the final design, the Service Provider may proceed to manufacture the rest of the Cycles and Stations. RSCCL will specify the colours and branding of the cycles and stations. The Service Provider will be consulted during this process but the RSCCL decision is final and no additional branding components of any kind may be added.

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

layouts to RSCCL for approval.

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

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

<i>Milestone</i>	<i>Stations (s)</i>
Within 6 months of signing of the Service Provider Agreement	60 Stations
Within 9 months of signing of the Service Provider Agreement	remaining 60 Stations

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

8.7. *Fleet size*

Service Provider will maintain the Fleet to match the Authorised Fleet requirements as per the timeline mentioned in the below table :

<i>Milestone</i>	<i>Authorised Fleet (f)</i>
Within 6 months of signing of the Service Provider Agreement	600 Cycles
Within 9 months of signing of the Service Provider Agreement	remaining 600 Cycles

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

If average rides per cycle > 8, the Authorised Fleet size may be increased by an increment specified by RSCCL within 60 days of the end of the previous payment period.

If average rides per cycle ≤ 8, the Authorised Fleet will remain the same.

In general, the incremental change in fleet size will be at least 100 cycles for any given revision in the Authorised Fleet. The Service Provider will present the plan for number of additional stations and their locations, including expanding it to newer areas adjoining the existing coverage area. RSCCL will review and approve the plan in consultation with relevant agencies.

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

8.8. *Excess Docking Capacity*

At any given point in time, the number of docks in the system will be equal to or more than 1.5 times the number of cycles in the Authorised Fleet.

$$d \geq 1.5 * f$$

Where:

8.8.1. 'd' is the combined number of docks at all Stations, and

8.8.2. 'f' is the Authorised Fleet during the previous Payment Period.

8.9. Advertising

The Service Provider can create branding/advertising spaces on the cycles, stations, recirculation vehicles, kiosks, and depot, as per the Technical Specifications and subject to approval by RSCCL, and sell the space to generate additional revenue. However, the Service Provider shall provide details to RSCCL of the advertiser, duration of advertising, and revenue. Further, the Service Provider shall not use the space to promote personal motor vehicles such as cars and motorcycles.

8.10. Marketing

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

During the first 6 months after the Commencement Date, the Service Provider will set up at least ten (10) temporary manned sales kiosks at major Stations. The kiosks will provide print material on how the Cycle Sharing System works, conduct live demonstrations, and carry out other activities to inform potential users about the Cycle Sharing System. The kiosks will also accept Membership applications.

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

8.11. Payment to the Service Provider

The Service Provider shall submit an invoice at the end of each Payment Period specifying:

8.11.1. The average number of Cycles in the Fleet on each of the previous Payment Periods.

8.11.2. The average number of Cycles in the Fleet during the previous Payment Periods.

8.11.3. Applicable Service Charge for the period.

8.11.4. Total Payment, incorporating the Applicable Service Charge and incentives.

8.11.5. Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.

8.11.6. Supporting evidence, captured from the IT system, verifying the claims.

RSCCL 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 RSCCL to the designated account of the Service Provider after deducting any tax deductions at source that RSCCL may be

obliged to deduct under Indian law.

The Payment shall be calculated as:

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

Where:

- f is the average number of Cycles in the Authorised Fleet over the previous Payment Period
- k is the applicable Service Charge per Cycle per day.
- t is the number of days in a given Payment Period
- i is the sum of incentives applicable over a given Payment Period

Payment for incentives shall be calculated as described in the next section.

8.12. Damages and replacement of assets

The Service Provider shall be liable to repair, rectify, or replace any assets, including cycles, docks, terminals, etc, at its own cost, unless specifically excluded by RSCCL or under Force Majeure Conditions. These include:

8.12.1. 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 Service Provider.

8.12.2. Losses due to theft of Cycles while Cycles are check out by Members, or due to acts of vandalism.

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

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

RSCCL 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 Service Provider shall be compensated for damages to Cycle Sharing System equipment where the liability is traced to RSCCL.

8.13. Incentives (Key Performance Indicators)

Incentives in the Payment to the Service Provider will be calculated as the sum of all performance (or deficiency) indicators observed during the previous Payment Period as follows.

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

Where:

8.13.1. 'i' is the incentive variable in the Payment formula

8.13.2. 'm' is the incentive metric, measured in excess of the Threshold specified in the schedule of incentives, and

8.13.3. 'q' is the *incentive* factor applicable to the respective incentive metric.

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

A representative schedule of incentives is presented below.

Metric, m	Threshold value	Factor, q
Usage		
Number of Rides per Cycle per day (r / t / f)	If ≥ 4	50
Number of Rides per Cycle per day (r / t / f)	If < 2	-100
Reporting		
Number of days of delay in submitting required reports to RSCCL.	0	- 20
Combined number of minutes that real-time system information is not available to RSCCL during a Payment Period.	50	- 5
Fleet availability		
Combined number of minutes that stations have no empty docks or no available cycles.	$240 * t * s$	- 2 if r / t / f ≤ 6 - 1 if r / t / f > 6
Average difference between the number of cycles in the Fleet, n, and the Authorised Fleet (f - n).	0	- 5 if n $< f$ 0 if n $\geq f$
Uptime and maintenance		
Combined number of minutes that terminals are out of service.	$200 * s$	- 1
Combined number of minutes that docks are out of service.	$200 * d$	- 1
Number of smart cards reported as faulty.	$0.001 * r$	- 10
Average minutes taken to remove cycle from service after a fault is reported by a customer or identified by the System.	180	- 10
Average number of cycles not meeting the cleanliness / functionality standard specified by RSCCL during spot checks.	$0.05 * f$	- 10
Customer service		
Average days taken to process registrations that require manual verification of identification documents.	2	- 10
Average days taken to respond to customer complaints.	1	- 10
Average number of minutes taken to answer customer calls.	2	- 10
Combined number of minutes that the website is out of service.	20	- 100
Miscellaneous		
Unauthorised release of customer or system data.	0	- 1,000
Modifications of the design or paintwork of a cycles or station without prior authorization from RSCCL.	0	- 500

RSCCL or its authorised agents may conduct random spot checks for cleanliness

and operating condition of the system.

8.14. Revision of Service Charge

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

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

Where :

8.14.1. $k_{\text{applicable}}$ is the Applicable Service Charge for the current payment period,

8.14.2. k_{base} is the Service Charge for the first payment period,

8.14.3. w_{present} is the Present Year Wholesale Price Index, and

8.14.4. w_{base} is Base Wholesale Price Index.

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

8.15. Summary of responsibilities

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

8.15.1. Service Provider

- Design, procurement, installation, and maintenance of Cycles and Stations.
- Station siting plans.
- Electricity supply for Stations.
- Redistribution of Cycles.
- Maintenance of Cycles and Stations.
- Customer service, including processing of Subscriptions and user payments, dissemination of system information, and complaint redressal.
- Space and equipment for maintenance of System equipment.
- Customer information systems including Station signage, system website and smartphone applications.
- System marketing.
- Service provider has to provide staff on each of the 120 stations to facilitate the users in using the system for at least 6 months.
- Civil work.

8.15.2. RSCCL

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

Annexure-A : System Specifications (Hardware)

I. Cycle attributes

I.1. Physical design:

- I.1.1. Safe and stable in all weather conditions.
- I.1.2. Easy to mount and dismount for all adult users.
- I.1.3. Theft-proof seat with adjustable height. Must be adjustable without tools.
- I.1.4. One-size-fits-all step-through frame design.
- I.1.5. Corrosion-resistant material with rust-proof external parts.
- I.1.6. Kick-stand to keep the bicycle upright when parked at locations other than the docks.
- I.1.7. Primary frame locks to docking mechanism.
- I.1.8. Unique size and style of components and hardware to deter theft. Parts cannot be removed without specialized, proprietary tools.
- I.1.9. Front-mounted porous basket with load capacity of 10 kilograms for typical briefcase, handbag, or grocery bag.
- I.1.10. Capacity to display system graphics and/or advertisements on wheel caps and/or other highly visible locations.
- I.1.11. Capacity to display system branding and colour scheme as specified by RSCCL.
- I.1.12. RFID chip to interface with dock.
- I.1.13. GPS tracking device on cycle.
- I.1.14. Chain-less or fully enclosed drivetrain.
- I.1.15. Flat pedals.
- I.1.16. Solid or puncture proof tyres with a diameter of 26 inches or greater.
- I.1.17. Simple, intuitive front and rear braking system with enclosed wiring.
- I.1.18. All gears, braking mechanisms, cables and parts are fully enclosed from weather and are tamper-proof.

I.2. Safety:

- I.2.1. 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.
- I.2.2. Front, rear, and side reflectors.
- I.2.3. Loud bell or horn.
- I.2.4. Fenders to prevent dirt and water from getting on user.

I.3. Warranty:

- I.3.1. Estimated lifespan of 3 years with 8 rides per day.
- I.3.2. Guarantee of replacement of cycles and parts for a period of 6 years.

2. Station/Terminal/Docks

RSCCL 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.

2.1. Physical design:

- 2.1.1. Aesthetic compatibility with existing streetscape.
- 2.1.2. Dock that holds cycles in a fixed, upright position.
- 2.1.3. 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 cycles that users wish to return.
- 2.1.4. Modular in design that can accommodate multiple sizes and configurations. Typical sizes will comprise small Stations (12 Docks), medium Stations (24 Docks), or large Stations (36 Docks).
- 2.1.5. The Service Provider is encouraged to propose parking area designs for very large Stations (replacing the standard terminal and Docks). The cycle would still be required to be check-in and check-out through the IT system but the checkout process would be assisted by attendants. Parking areas must be secure against theft.
- 2.1.6. Individual dock can be locked-down or replaced while the remaining docks are in operation.
- 2.1.7. The dock indicates if cycle is available for hire.
- 2.1.8. Parts are tamper resistant and cannot be removed without proprietary tools.
- 2.1.9. Durable design that can withstand environmental elements (rain, sunlight). Rust and graffiti resistant. Easy to clean, replace, and repair.
- 2.1.10. Stations are flexible in design to accommodate gaps caused by on-street or sidewalk obstructions such as manhole covers or planter boxes.
- 2.1.11. Terminal design casing displays user information and maps and advertising potential.
- 2.1.12. The Service Provider may create a display areas at stations, kiosks, and depot for advertisements at the rate of 2 sqm per cycle of the Authorised Fleet. At least 20% of this area shall to be given to RSCCL, free of cost, for public service announcements. In addition, the service provider shall also have the right for branding/advertising on cycles as well as recirculation vehicles.
- 2.1.13. The display area should be backlit and should be integrated into the Station design.

2.2. Warranty:

- 2.2.1. Expected lifespan for the duration of the contract.
- 2.2.2. Guaranteed spare parts/replacement.

2.3. User Interface:

- 2.3.1. Terminal has a display screen guiding customers through menu options clearly in daylight or low light conditions (e.g. night time) and in all weather conditions. Touch screen or buttons acceptable.
- 2.3.2. Information available in Hindi and English.
- 2.3.3. Provides general, membership, safety and regulations about the system
- 2.3.4. Terminal directs user to nearby stations with available docks if station is full.
- 2.3.5. Accepts Member smart cards/keys, public transport smart cards, and SMS-based access. Guarantees data security as per Indian law and international best practices.
- 2.3.6. Docks able to process RFID smart cards/keys and future public transport RFID smart cards (standard to be specified) without user interaction with the terminal.
- 2.3.7. Accommodates temporary (e.g. daily) and long-term (i.e. smart card-based) memberships.
- 2.3.8. Allows user to report faulty cycle/dock/station at terminal.
- 2.3.9. Allows staff to record visits, cleaning, maintenance, or other necessary tasks.
- 2.3.10. Resistant to vandalism.

2.4. Information technology systems:

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

3. Control centre

- 3.1. Staffed physical office with a customer service centre located in the coverage area and with good public transport access.
- 3.2. Log of all complaints in a public journal.
- 3.3. All software and communication interfaces must be compatible with RSCCL

systems or software and communication interfaces provided to RSCCL (e.g. phones, computers, etc.).

- 3.4. Computer terminals and communications equipment allowing Service Provider staff to monitor station status.
- 3.5. Ability to provide internet-based system usage information to RSCCL and third parties on a real-time basis.
- 3.6. Ability to prepare monthly reports on system usage.
- 3.7. Call centre with the following capabilities:
 - 3.7.1. Staff proficient in Hindi, and English.
 - 3.7.2. Allows users to obtain information on their membership status and recharge their accounts (by credit card).
 - 3.7.3. Can provide information on how to subscribe to the system and on system functionality and respond to other customer queries.

4. Depot

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

Customer service and marketing

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

5. Website

- 5.1. Information available in real time on all public aspects of the system.
- 5.2. Available in Hindi, and English.
- 5.3. Has point-of-sale ability to purchase memberships and recharge user accounts.
- 5.4. Displays real-time station status overlay on a map: name of station, number of cycles, and number of available docks.
- 5.5. Allows users to track their usage (other innovative applications are encouraged).
- 5.6. Specially designed versions for multiple computing devices (desktop computers, smartphones, and tablets).
- 5.7. Ability to handle 10,000 page views per day.

6. Customer service kiosk

The Service Provider will maintain a customer service kiosk at a facility provided by RSCCL

meeting the following standards:

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

7. 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:

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

8. Smart phone applications

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

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

Annexure-B : Format for Letter of Application

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

Date: _____

To,

Ranchi Smart City Corporation Limited

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 Ranchi Cycle 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. 2,00,000 (Rs two lakh) vide DD no. _____ dated _____ of bank _____ drawn in favour of RANCHI SMART CITY CORPORATION LTD and payable at RANCHI

The RSCCL 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 RSCCL.
2. RSCCL 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. RSCCL 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 RSCCL.

The Bid Purchase amount of Rs. 5,000/- (Rupees Five Thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number _____ dated-----
- of bank _____ drawn in favour of RANCHI SMART CITY CORPORATION LIMITED and payable at Ranchi.

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-C : Format for General Information

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

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

Annexure-D : Format for Eligibility

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

Technical eligibility

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

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

Time Period	City	In Cycle Sharing Systems operated by the Bidder, the number of Rides during the specified time period	Does not meet requirements	Meets Requirements	Exceeds Requirements
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 RSCCL in a separate document.

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
Stations	Provide attributes of the station not listed below			
1. Station design	Discuss how the station blends fit into the urban landscape			
2. Station typologies and space requirements	Provide architectural drawings of the station footprint including all dimensions; specify exterior materials			
3. Terminal	Provide architectural drawings of the terminal including all dimensions; specify exterior materials			
4. Docks / locking mechanisms	Provide architectural drawings of the dock and locking mechanism including all dimensions; specify exterior materials			
5. Station computer	Specify the operating system, software and communications system; power requirements			
6. Smart card reader at docks	Specify the RFID reader and the criteria it meets; include a photo or rendering			
7. Power supply	Specify power requirements (AC and/or DC); hardwired or solar			
8. Functionality during power outage	Specify backup power supply			
9. System for notification about damaged Cycles	Describe the user interface and functionality at the dock, terminal and any other mechanism for reporting faults			
10. System information display	Specify screen type; detail ability to perform in low/high light environments; ability to withstand environmental elements (ex. sun, dust,			

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
	vandalism)			
11. Advertisement space	Specify the type, size and number of advertising potential on all aspects of the station, terminal, dock, bicycle and smart card			
12. Finishing	Specify the type and durability/replacement of station finishing's (both exterior surface and any paint or decals)			
13. Installation process	Provide a brief overview of the site preparation, station placement, required machinery, excavation if any, other			
Cycles	Provide a picture and any details not outlined below			
14. Frame and Fork	Material, size, geometry and paint quality			
15. Drivetrain	Crank (all aspects), chain, B/B: Specification, make and model			
16. Gearing	Specification, make and model; provide details of tamper resistance and resilience			
17. Wheelset	Hub (F&R), spokes, rims: Specification, make and model			
18. Tyres	Specification, make and model; include detail on puncture resistance			
19. Handlebar	Specification, make and model			
20. Braking mechanism	Specification, make and model for front and rear			
21. Lights/ Reflectors	Specification, make and model; lumens; include power source and details of lifespan; Certification (ISO)			
22. Mudguards / fenders	Specification, make and model; include advertising potential			
23. Seat	Specification, make and model			

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
24. Basket	Specification, make and model; capacity (weight and volume)			
25. Bell / horn	Specification, make and model; picture detailing the mount to the cycle			
26. Identification system	Provide details of all visual and electronic mechanisms for identifying a cycle			
27. Finishing	Detail all aspects of the cycle finishing not yet discussed (example: stainless hardware)			
28. Proprietary design, size and tooling	Discuss theft-proof aspects of the bicycle and proprietary tooling used			
29. Software	Provide an overview of software, compatibilities and where it is used elsewhere			
30. Payment gateways	Specify each payment gateway; accepted methods of payment; data security; time (delay) between payment and reflection in system			
Control centre				
31. Information exchange between stations, control centre, website, and RSCCL	Detail the real-time information flow including but not limited to the type, mechanism, security of the information and back-up mechanisms			
32. Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
33. Website	Provide a site map			
34. Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
Operations				

<i>Category</i>	<i>Description</i>	<i>Does not meet requirements</i>	<i>Meets Requirements</i>	<i>Exceeds Requirements</i>
35. Preventative maintenance	Describe preventative maintenance procedures for hardware and software			
36. Repairs	Describe repair protocol for hardware and software; include where the capacity will come from and supply chain (in-house or outsourced)			
37. Redistribution	Describe redistribution plan in terms of operations, infrastructure and capacity			
38. Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
39. Depot/ Maintenance Facility	Describe the physical structure(s) and operational plan for maintaining a depot and performing maintenance			
40. Marketing	Describe marketing capacity (in-house vs. outsourced), conventional and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			
41. Overall staffing requirements and 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.

Annexure-E : Format for Financial Bid

Service Charge (charge per Cycle per day) for operating the Ranchi Cycle Sharing System	
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[Signature]

[Company stamp]

Annexure-F : Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Dated this _____ day of _____ 2013

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

Whereas the RSCCL (“RSCCL”) has invited applications from interested parties for the Ranchi 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 RSCCL, to follow up with RSCCL and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

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

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

In witness hereof we have signed this deed on this _____ day of _____ 2016.

[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 RSCCL has invited tenders from the interested parties for the Ranchi 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-G : Format for undertaking

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

Dated this _____ day of _____ 2016

[Signature]

[Company stamp]

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

Annexure-H : Format for Performance Guarantee

[On bank's letterhead with stamp]

To

Ranchi Smart City Corporation Limited

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

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

The Conditions on this obligation are:

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

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

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]

Concessionaire Agreement

Agreement for Installation, Operation and Maintenance of Public Bicycle Sharing System in Ranchi City

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____ 2017,

Between

- (1) The RANCHI SMART CITY CORPORATION LIMITED, a Special Purpose Vehicle constituted under COMPANY REGISTRATION ACT 2013 (hereinafter called the "RSCCL" which expression shall include their respective successors- and permitted assigns, unless the context otherwise requires) or "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

And

- (2) A consortium/partnership consisting of the following entities:
_____ a company incorporated under the provisions of the Companies Act, 1956/ Partnership firm / Proprietary firm and having its registered office (hereinafter referred to as the "Bicycle Sharing Operator" or the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

Whereas

"RSCCL", being a wholly owned subsidiary of the Urban Development & Housing Department, Govt. of Jharkhand and Ranchi Municipal Corporation, has taken up the task of implementation and operation of the 'Ranchi Bicycle Sharing System in Ranchi City'. "RSCCL" with the help of ITDP has done a feasibility report for Public Bicycle Sharing System in Ranchi, which suggested that the core area of the city (more meaningfully described in the map attached with RFP) can be serviced with the fleet of about 1200 Bicycles and approximately 120 Bicycle stations with different capacities. Hence, the RSCCL sought a Service Provider for the aforesaid Bicycle Sharing System with responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document, through an open competitive bidding process on ____ 2017.

After evaluation of the bids received, RSCCL accepted the bid of _____ as the successful bid and issued its letter of acceptance _____ dated _____ (hereinafter called the "LOA") for ____ installation and operation of Bicycle Sharing System requiring, inter alia, the execution of this Agreement within ____ days of the issuance of the LOA, or such extended time as extended by RSCCL at its sole discretion. Looking to the time required for finalizing the details in the Agreement, RSCCL agreed to extend the date of signing of the Agreement to the above date.

By its letter dated _____ the _____ (Service Provider) has accordingly agreed to enter into this Agreement with RSCCL for execution of his rights and responsibilities,

subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. General conditions of the contract

1.1 Definitions

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

“Agreement Period/Contract Period” shall be the period as defined in Clause 2.2.

“Arbitration Tribunal” means a committee 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.

“Applicable Laws” means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“Applicable Service Charge” is an adjustment in the Service Charge applicable during a specific Payment Period, calculated using formulas specified in Section 4.1

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws for providing Bicycle Sharing Operation and maintenance services as per this Agreement in connection with the Bicycle Sharing System during the subsistence of this Agreement.

“Allotment Letter” shall have a meaning specified in clause 2.3 of this Agreement.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 as in force today and shall include any and all modifications/ amendments thereto or any re-enactment thereof as in force from time to time.

“Affected Party” shall mean occurrence of any of the Force Majeure Event which affects the performance by the Party claiming benefit of Force Majeure Event for performance of its obligation which act or event (i) is beyond the reasonable control of the Affected Party and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice and (iii) has Material Adverse Effect on Affected Party.

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

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

of this RFP in Schedule-2 of this Agreement.

“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 Bicycle Sharing System.

“Commencement of Operations Date or COD” is the date of commencement of operation as specified in clause 2.3 of this Agreement.

“Control Centre” means the central facility of the Bicycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Bicycle Sharing System as well as from users, agents, employees, and service providers.

Coverage Area” means the total area of bicycle sharing system including location of all stations within a 300 m distance interval of a Station

“Bicycle Sharing System” or **“System”** means a personal public transport system consisting of network of Bicycles and automated stations in which a user can check out a Bicycle at any station using an RFID-based smart card or key and return the Bicycle to any other station and in which information is tracked real-time using an information technology system. **“Bicycle Sharing System”** refers to the hardware, software, and premises associated with this RFP for the city of Ranchi that is being implemented by RSCCL in various phases, unless otherwise specified.

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

“Depot” is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of Bicycles and stations for the Bicycle Sharing System. The depot may be included with the Control Centre or at a different location.

“Dock” means an electronic unit for locking a single Bicycle at a station when the Bicycle is not in use.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the this Project (i.e. O&M Services, Premises stations, depots and bicycles), physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Premises.

“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 Bicycle 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.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Bicycle Sharing System.

“RSCCL” means Ranchi Smart City Corporation Limited, an entity incorporated as a company under The Companies Act, 1956 for the purpose of planning, establishment, implementation, management, supervision and control of the Bicycle Sharing System and its authorized successors and assigns at all times.

“Letter of Acceptance” means the letter issued by RSCCL to the Successful Bidder to undertake and execute the Bicycle Sharing Project in conformity with the terms and conditions set forth in the RFP.

“Material Adverse Effect” shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provision of this Agreement and which act or event cause a material financial burden or loss to either party.

“Material Breach” means a breach by either Party of any of its obligations under the Service Provider Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bicycle Sharing System or implementation of the Project, and which such Party has failed to cure.

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

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

“Payment Period” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, a period of one month.

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

“Parties” shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

“Project Implementation and Management Plan” shall have the meaning ascribed to it in Clause 5.

“**Premises**” means the Depot or parking facilities provided by RSCCL to the Service Provider for parking, cleaning and regular maintenance of bicycles and redistribution vehicles.

“**Operating Plan or Operations Plan**” means the detailed plan for the Bicycle Sharing Service that is developed and finalized by RSCCL, in consultation with the Service Provider with which RSCCL has entered into a contract.

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

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

“**RFP**” and / or “**RFP Document Package**” means the Request for Proposal documents.

“**Scope of Work/ Project**” mean operation and maintenance of the Bicycle Sharing Systems per the Operation Plan and in compliance with all terms and obligations specified in this Agreement and RFP.

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

“**Service Charge**” means an amount RSCCL will compensate the Service Provider for operation of the Bicycle Sharing System, subject to incentives and adjustments.

“**Service Provider Agreement**” or simply “**Provider Agreement**” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between RSCCL and the Successful Bidder through which RSCCL will grant the rights to the Successful Bidder to install and operate the Ranchi Bicycle Sharing System during the period of the Agreement.

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

“**Service Provider**” means the successful bidder selected under this RFP with whom RSCCL has entered into a Service Provider Agreement to operate the Bicycle Sharing System.

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

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

“**Third Party**” means any Person other than RSCCL and the Service Provider.

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

“**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

“**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 Service Provider and/or for no reasons attributable to omission of act or breach of obligation of the Service Provider.

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

1.2 Principles of Interpretation

The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the implementation or installation or interpretation of this Agreement.

- i. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- ii. Words importing the singular also include the plural and vice versa where the context requires.
- iii. Words importing one gender also include other gender.

In case of ambiguities or discrepancies in this Agreement, the following shall apply:

- i. Between two Articles of this Agreement, the provisions of specific
- ii. Articles relevant to the issue under consideration shall prevail over those in other Articles.
- iii. Between the Article/Clause and the Schedules, the Articles shall prevail:
- iv. Between the written description on the drawings and the System Requirements/Bicycle Sharing System Specifications, the latter shall prevail between any value written in numerals and that in words, the latter shall prevail.

References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.

References to laws of Ranchi, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

Any discrepancy or change in meaning or description between the other documents such as the RFP and main Agreement shall be resolved in favour of the Agreement.

Repetition, clarification or mention of any RFP provisions in the Agreement does not obviate, for either party, the need to observe the other provisions of the RFP.

1.3 Meaning of “Service Provider Agreement”

The Service Provider Agreement comprises of the following and accordingly it shall mean and include the following:

- i. This Agreement along with all Schedules hereto.
- ii. Request for Proposal (RFP) in its entirety including all its Sections, Appendices and Schedules, and Addendums thereto.
- iii. Letter of Acceptance
- iv. Performance Guarantee

Further, any matters extraneous to the Agreement which may be required to be added/modified after the signing of this Agreement would be so rendered by an exchange of acknowledged letters, and such letters would be appended to the agreement to become integral part of the Agreement.

2. Agreement

2.1 Appointment of the Service Provider

Subject to the Service Provider making the payment of an amount of Performance Security as per the terms of this Agreement and undertaking to operate and maintain the Bicycle Sharing System in accordance with the terms and conditions of this Agreement, RSCCL hereby appoints on non-exclusive and non-transferable basis, the Service Provider and the Service Provider hereby accepts (non-exclusive and non-transferable basis) its appointment to operate and maintain the Bicycle Sharing System in Ranchi in accordance with the terms of this Agreement and subject to Applicable Laws.

2.2 Agreement Period/Contract Period

The period between the Date of Signing of the Agreement and the Expiry Date shall be termed the Agreement Period.

The Agreement shall remain in force for a period of six years (6 years) from the Commencement of Operation Date (COD). The COD shall be the date of commencement of operations for all services defined to operate the Bicycle Sharing System by the Service Provider. The Contract Period shall be further extendable under mutual consent.

In the event that different lots or numbers of Project Assets commence operations on different dates, then the Agreement Period shall be adjusted at the discretion of the RSCCL, (extended or reduced) so as to achieve the expiry of the Agreement on the same date for all operations associated with the Bicycle Sharing System.

In the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Date of Signing and ending on the Termination Date.

2.3 Commencement of Operation Date (COD)

Service Provider shall deploy all the maintenance, operations and management staff required for operations and maintenance during the Training and Testing Period as specified in the Scope of Work. At the end of the Training and Testing Period, the Service Provider 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 Agreement. After which commencement of operation of Bicycle Sharing System shall be considered to begin (the “COD”). Bicycle Sharing System size requirements are specified in clause 3.3 and also modified/specified from time to time by RSCCL. Any delay or failure in such deployment shall leads to Liquidated Damages as per clause 15.2.

The scope and terms of training to the Service Provider’s staff is specified in clause 3.4.

RSCCL shall make payments during the Training and Testing Period to the Service Provider as per terms specified in clause 4.4.3

2.4 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Service Provider, and other good and valuable consideration expressed herein, the Service Provider hereby accepts the Service Provider Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

2.5 Grant of rights to use Project Asset during Contract Period

Subject to the terms and conditions as contained in this Agreement, RSCCL hereby grants to the Service Provider only the right to access and use Station Area Allocation and Project Asset only and exclusively for the purpose of fulfilment of its obligations specified in this Agreement during Contract Period.

Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Service Provider, with respect to the Project Asset during the Contract Period. Nothing contained herein shall confer or be deemed to confer any right for the Service Provider to sub-contract, sub-license, lease and sub-lease or make available in any other form the Project Asset to any Third Party, except as expressly permitted in writing by RSCCL during Contract Period.

The Service Provider hereby guarantee that it shall use the Project Asset only and

exclusively for the purpose of providing timely services and discharge of its obligation and should not do nor cause any damage or waste in the Project Asset or do any act which will in any way be prejudicial to the rights of the RSCCL during Contract Period.

It is agreed and understood by the Service Provider that the rights granted under this Clause to the Service Provider by RSCCL as part of the Project shall be co-terminus with the Contract Period of this Agreement. Upon early Termination of the Agreement prior to expiry of Contract Period, the Service Provider will leave the Project Asset in the same state and condition as it was at the time of the COD (normal wear and tear excepted).

Upon the expiry of the Agreement Period by efflux of time and in the normal course or termination, the Service Provider shall at the end of the Agreement Period or 6 months prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the all the Project Premises under administration or otherwise besides any other assets installed or developed by Service Provider by way of this Agreement for the Bicycle Sharing System Project including without limitation any and all hardware, software, firmware, deliverables in the depot etc.in sound condition.

The Project Assets allotted by RSCCL shall be exclusively for Bicycle Sharing System project and Service Provider shall not use these Project Assets for any other purpose.

The Service Provider shall retain ownership of the Bicycle Sharing System at the End of Contract. The RSCCL has first right of refusal in the purchase of the Bicycle Sharing System.

2.6 Existing Structure and Surrounding of Project Asset/Premises

The Service Provider shall ensure that any activity of the Service Provider in the Project Asset during Contract Period does not damage any existing surrounding structure and that of asset/property of Third Party. The cost / compensation for any such damage brought about by the Service Provider directly or indirectly on account of its negligence or omission of act would have to be borne by it.

2.7 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

3. Scope of Work

The scope of the work (the "Scope of the Work") shall mean and include any and all obligations for the Service Provider to provide toward the Bicycle Sharing System during the Contract /Agreement Period.

Performance and fulfilment of all other obligations of the Service Provider in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the

performance of any or all of the obligations of the Service Provider under this Agreement.

The Ranchi Bicycle Sharing System, including: Bicycles; stations (docks, terminals, siting, and installation); a control centre; electronic payment systems; operations and maintenance; marketing and outreach; and customer service.

3.1 Supply of Hardware and Software

Procure Bicycles and Stations as per the Authorised Fleet size set by RSCCL, each of which shall comply with the system specifications and technical standards specified in Annex A and Clause 8.1. of the RFP.

- i. Procure Cycles and Stations as per the Authorised Fleet size set by RSCCL, each of which shall comply with the technical standards specified in Annex A of the RFP.
- ii. Procure and maintain Standby Bicycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- iii. Procure software to aid in monitoring, planning, and the redistribution of Bicycles.
- iv. Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between RSCCL and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- v. Procure software and hardware for the processing of customer payments via cash, credit card, net banking, mobile-based banking systems, and other media. Such software and hardware must be compatible with the RFID-based fare collection system of other transport systems which may be implemented in future.
- vi. Operate only such equipment that meets the technical criteria in Annex A of the RFP at all times during the Contract Period.

3.2 Timelines

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

Task	Task to be completed before the end of the indicated month, measured from the date of contract signing
Demonstrate initial prototype stations and Bicycles.	1
Submit station siting plans for review.	1
Submit marketing plan for review.	2
Submit beta website for review.	2
Demonstrate final prototype stations and Bicycles.	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 60 Stations and 600 Bicycles.	6
Begin accepting applications for registration.	6
Submit station siting plans for remaining 60 Stations for review.	6
Training and Testing Period complete.	9
Install remaining 60 Stations and 600 Bicycles	9
System launch	9

3.3 Fleet Size

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

<i>Milestone</i>	<i>Authorised Fleet</i>
Within 6 months of signing of the Service Provider Agreement	600 Bicycles
Within 9 months of signing of the Service Provider Agreement	remaining 600 Bicycles

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

- i. If average rides per Bicycle > 8 , the Authorised Fleet size may be increased by an increment specified by RSCCL within 60 days of the end of the previous payment period.
- ii. If average rides per Bicycle ≤ 8 , the Authorised Fleet will remain the same.

In general, the incremental change in fleet size will be at least 100 Bicycles for any given revision in the Authorised Fleet. The Service Provider will present the plan for number of additional stations and their locations, including expanding it to newer areas adjoining the existing coverage area. RSCCL will review and approve the plan in consultation with relevant agencies.

However, RSCCL 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.

3.4 Training and Testing Period Requirements

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

- i. Staff required for operations and maintenance of the entire Bicycle Sharing System.

- ii. At least 4 Stations (with at least 48 Docks and 32 Bicycles), the Control Centre, and a Depot for the purpose of training and testing of operations.

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

3.5 Operations

The Service Provider will develop and modify, from time to time, a detailed operating plan “Operating Plan” for the Bicycle Sharing System as specified in clause 8.1.2 of the RFP. The Operating Plan will detail all aspects of operations including but not limited to service provision, redistribution, preventative maintenance, repairs, and customer service procedures. The Service Provider will incorporate suggestions on the Operating Plan from RSCCL and will operate the Bicycle Sharing System in accordance with the Operating Plan.

3.6 Control Center

Establish and maintain a Control Centre, called the Control Centre that will monitor operations of the Bicycle Sharing System. The Control Centre will constitute RSCCL’s single point of contact to enable RSCCL to coordinate with the Service Provider in the course of the day-to-day operation and management of the Bicycle Sharing System by RSCCL. The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and RSCCL.

3.6.1 IT System

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

- i. Fleet size
- ii. For each Station: Number of full Docks, Number of empty Docks and Operational status
- iii. For each Bicycle:
 - Operational status: in service, out of order, etc.
 - Number of Rides taken on the Bicycle during its lifetime and since last maintenance
- iv. Trip Data
 - Number of Rides taken using the system
 - Record of each Ride taken using the system, including the user

ID, origin, destination, start time, end time, and Bicycle ID.

- v. Develop and sell advertising space on the Bicycles, the stations, kiosks, and maintenance depot. The space for advertising shall have to be approved by RSCCL.
- vi. Not carry out any other commercial activities on or near Bicycle Sharing System facilities unless explicitly approved by RSCCL.

3.6.2 Customer service

Establish customer service platforms for the Bicycle Sharing System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations, and address grievances.

Carry out marketing activities to promote use of the Bicycle Sharing System according to clause 8.10 of RFP.

Provide real-time data on available Bicycles and Stations at each Station to RSCCL and to third parties in a format specified by RSCCL.

3.6.3 Depot

Service provider would equip depot workshops with all plant and equipment, tools and tackles, jigs, fixtures, etc at his cost for effective and efficient washing, cleaning, upkeep, repair and maintenance, running repairs, breakdown repairs, or any other activity, etc of Project Assets on day to day basis.

3.6.4 Maintenance

Service provider 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 as specified in clause 8.1. and 8.12 of RFP.

All damages caused to Project Assets or any of its items/subsystems/systems, in accidents would be repaired by the service provider at his cost except cost of repair as specified otherwise, especially in Force Majeure in Clause 10 A reasonable period, for repair of damages in later case, as decided by RSCCL would be excluded for calculating Authorized Fleet availability.

3.6.5 Outsourcing

Service provider would make adequate arrangement either in-house or outsourced for maintenance, repair and replacement of project assets. Service provider would engage technically qualified/competent manpower for above work/activities. Service provider would equip himself/his staff with technical details for all the repair, maintenance

and overhaul activities, procedures and practices therefore, accuracies, tolerance and limits, etc. In the event of his outsourcing some or all activities, service provider would have adequate number of technically qualified engineers/inspectors for quality assurance of all outsourced activities.

Service provider with the help of RSCCL collect all technical literature such as service manuals, spare parts manuals, wall charts, etc and tools, etc along with all other details likely to be required by him from the manufacturer. RSCCL shall hand over such technical literature to the Service Provider and the Service Provider shall deposit two copies of the masterset with RSCCL.

4. Terms of Payment

4.1 Payments to the service provider

The Service Provider shall submit an invoice at the end of each Payment Period specifying:

- i. The average number of Bicycles in the Fleet on each of the previous Payment Periods.
- ii. The average number of Bicycles in the Fleet during the previous Payment Periods.
- iii. Applicable Service Charge for the period.
- iv. Total Payment, incorporating the Applicable Service Charge and incentives.
- v. Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.
- vi. Supporting evidence, captured from the IT system, verifying the claims.

The Payment shall be calculated as:

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

Where:

- (a) f is the average number of Bicycles in the Authorised Fleet over the previous Payment Period
- (b) k is the applicable Service Charge per Bicycle per day.
- (c) t is the number of days in a given Payment Period

i is the sum of incentives applicable over a given Payment Period Payment for incentives shall be calculated based on key performance indicators as described in Clause 8.13 of the RFP. Similarly the Service Provider will be penalised if he does not meet the key performance indicators as described in clause 8.13 of the RFP.

RSCCL shall not be liable to make any other payments such as those arising from maintenance or operations of Bicycle Sharing System other than the payments described in this section. Any compensation payable to accident victims of any

kind arising during or even after the currency of this Contract shall be payable by the Service Provider.

4.2 Revision of Service Charge

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

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

Where

- i. $k_{\text{applicable}}$ is the Applicable Service Charge for the current payment period,
- ii. k_{base} is the Service Charge for the first payment period,
- iii. w_{present} is the Present Year Wholesale Price Index, and
- iv. w_{base} is Base Wholesale Price Index.

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

4.3 Damages and replacement of assets

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

- i. 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 Service Provider.
- ii. Losses due to theft of Bicycles while Bicycles are check out by Members, or due to acts of vandalism.

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

Damages due to negligent driving or accidents by Service Provider personnel or authorised representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Service Provider. RSCCL claims no liability for such infractions. Further, RSCCL retains the right to apply additional fines for passenger discomfort and due to delay in system operations.

The Service Provider shall be compensated for damages to Bicycle Sharing System equipment where the liability is traced to RSCCL.

4.4 Payment Period

RSCCL will, verify the invoice against the records that it has on the Bicycle 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 RSCCL to the designated account of the Service Provider after deducting any tax deductions at source that RSCCL may be obliged to deduct under Indian law. Thus RSCCL expects the Service Provider to maintain working capital equivalent to at least one month's payment.

4.4.1 Advertisement Revenue

The Service Provider can create branding/advertising spaces on the Bicycles, stations, recirculation vehicles, kiosks, and depot, as per the Technical Specifications and subject to approval by RSCCL, and sell the space to generate additional revenue. However, the Service Provider shall provide details to RSCCL of the advertiser, duration of advertising, and revenue. Further, the Service Provider shall not use the space to promote personal motor vehicles such as cars and motorcycles. The revenue generated from advertising will be credited in full to an escrow account established by RSCCL

4.4.2 Membership, User payment and Collection

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

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

4.4.3 Payment for Bicycle Sharing operation during Training and Testing Period.

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

5. Service Provider's Obligations

5.1 *Obligations relating to Operation and Maintenance of Bicycle Sharing System*

The Service Provider's obligations are as follows:

- i. Bear all cost pertaining to operation and maintenance of Bicycle Sharing System and insurance, maintenance of Premises including.

- ii. Operate and maintain the Bicycle Sharing System as per the Scope of Work at his cost and as per directions of RSCCL under the provisions of this Agreement. The Service Provider shall only operate the Bicycle Sharing System in areas and during operating hours specified by the RSCCL .
- iii. Ensure that all Project Assets of the Bicycle Sharing System shall be directly under the control of RSCCL central control centre at all times and the employees or designated staff shall obey instructions given by RSCCL/ and Control Centre.
- iv. Operate the Bicycle Sharing System according to the Operating Plan at all time during the Contract Period.
- v. Provide trained and skilled staff for operation, maintenance, redistribution and supervision of the Bicycle Sharing System and other facilities related thereto at his cost for services as per the Agreement.
- vi. Ensure that staff shall wear uniform as approved by RSCCL.
- vii. Arrange for regular preventive maintenance according to service and maintenance plan as specified in the Operating Plan approved by RSCCL.

Apart from above, the Service Provider will permanently guarantee the sound mechanical condition of the Bicycle Sharing System during the Contract Period. The Service Provider shall carry out preventive and corrective maintenance in compliance with standards of frequency, qualification of procedures laid out by manufacturer/RSCCL and as per the Operating Plan. The Service Provider shall make available to RSCCL or its authorized personnel for inspection as and when required/instructed by RSCCL for assessment of compliance with maintenance and compliance. Upon such inspections any suggestions/instruction received from the RSCCL with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Service Provider at its own cost within the 15 days or reasonable time period specified by the RSCCL during such inspection. In case of non rectification/non action of such instruction within stipulated time period, the RSCCL may rectify such defect at a cost to the Service Provider. Repeated occurrence of such events may lead RSCCL to impose penalty/damages and to proceed for and Termination.

The Service Provider shall also follow the schedule of preventive maintenance as per manufacturer's instruction or any other instruction provided by a third party supplier.

The record of all preventive maintenance activities shall be kept in the Bicycle Sharing System maintenance log book and duly authenticated by the person in charge of carrying out maintenance. The log books shall be produced for inspection by RSCCL staff as and when demanded.

- i. Ensure highest standards of cleanliness both in and around the Bicycle Sharing Station and depots as stipulated in the Operating Plan.
- ii. Provide all information, data, records, documents etc as required by RSCCL, upon submission of invoice and respond to all notices letters communications received from RSCCL within the given time frame with complete and full replies.

- iii. Submit bills timely and pay all dues payable to RSCCL as per terms of Agreement without any delays.
- iv. To allow adequate supervision of execution of the Agreement by RSCCL or its auditors, inspectors and supervisors, allowing full and unrestricted access to any installation, equipments, IT System, Premises and information by personnel authorized by it.
- v. To execute, at his own risk and costs, all ancillary or complementary contracts to the Agreement required for the proper operation of the Bicycle sharing System.
- vi. To allow access to the Bicycle Sharing System to all eligible Members in good Membership standing of the public without any prejudice or discrimination.

5.2 Operations Plan

The Operating plan, at the minimum, shall provide detailed activity chart for operationalising the responsibilities of the Service Provider as provided in this Agreement, including training plan, staff deployment (i.e. number of management staff details for operation and maintenance monitoring, maintenance staff) including time schedule, preventive maintenance methodology and plan according to Good Industry Practice and manufacturer's manual/instructions , along with all other tasks specified , time required for each task, the task/person/efforts resource allocation . This information shall also be provided in the form of a write up and detailed Chart elaborating all milestones to ensure that the operations shall begin on time. Service Provider shall provide such plan within the Fifteen days from the date of LOA or as specified by the RSCCL during the Award of the Project.

To allow fitment of reasonable third party vehicle and system tracking tools, as approved by RSCCL. The cost of such installation shall not be borne by the Operator but the Operator shall make Project Assets reasonably available.

The Service Provider shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities or any other IT monitoring devices provided in the Project Asset approved by the RSCCL.

Obtain the permission from RSCCL, If need so arises for replacement/addition/install any equipment/ancillaries/accessories beyond the specifications inside or on the outside of the Bicycle Sharing System. Also ensure that the proposed equipment/ancillaries/ accessories are compatible with existing ones. RSCCL shall establish the conditions and specifications of the equipment which the Service Provider shall install.

To perform maintenance of Project Assets strictly following manufacturer's instruction/manual and Project Implementation and Management plan.

To engage suitably skilled and qualified personnel to operate the Bicycle Sharing System as per the statutory and contractual provisions as applicable in the Operational Plan and sound Business practices.

Train staff and organize refresher training programs at regular interval for

updating their skills in all the related fields at his cost and participate in all the meetings, committees etc. as directed by the RSCCL from time to time.

To ensure that the key personnel engaged by the Service provider do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the Bicycle Sharing System Members or other members of the general public.

The Service Provider shall supervise and ensure that all aspects of the Bicycle Sharing System operations are operated in conformity with all the legal, statutory, and all other requirements as per the applicable labour acts/motor transport worker acts/rules/regulations/practices are fully complied with by the Service Provider. Service Provider shall further ensure that it shall not use or allow to use the redistribution vehicle in the commission of an offence under Indian the Indian Penal Code on local or special laws or any statutory control order. RSCCL is fully and completely absolved of any responsibility, liability of any kind what so ever on this behalf and or of any act of omission/commission by them. RSCCL is expressly understood to be indemnified by the Service Provider of any of the acts of omission/commission and of any consequential damages/losses caused by the Service provider's employees, agents, contractors, etc.

The Service Provider shall also provide and maintain (and keep up to date) first aid box in each of the manned stations and in every redistribution vehicle during Contract Period.

Comply with the operating instructions issued by RSCCL, and/or its authorized representatives and/or its control centers/offices and to enforce them among its employees, contractors or agents, and to guarantee the operational ability, security, quality and functionality of the system.

Take out and maintain for a Comprehensive Insurance Policy including third party insurance at its own cost as per the terms mentioned in the RFP.

Ensure that the number of Bicycles, docks and stations for which it has been granted the Agreement are in operation, in compliance with the maintenance standards and maintenance requirements for the Bicycle Sharing System as stipulated in this Agreement, at all times during the term of the Agreement.

To provide services of appropriate quality as required by RSCCL and maintain the parameter of service quality as described in this Agreement and subsequently specified by the RSCCL time to time during the Contract Period.

The Service Provider(s) shall not form/establish any Employee's or Service Provider's Union, and no such activity shall be entertained by RSCCL.

The Service Provider shall establish single point contact to manage all the communications and correspondence with RSCCL in terms of an Operations Manager.

The Service provider shall abide by maintenance and operation requirement specified in the Operational Plan and by third party manufacturers maintenance

manuals/instructions and/or RSCCL during the Contract Period.

The Service Provider shall comply with the relevant safety standards and safety standards provided by RSCCL time to time and shall take utmost care of safety of the Members, RSCCL and its own staff and third party during the Contract Period. RSCCL may impose penalties/damages for breach of safety, maintenance and operating requirements.

The Service Provider undertakes to provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bicycle Sharing System at all times and places during the Contract Period.

The Service Provider shall ensure that the operations of the Bicycle Sharing System is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of this Agreement).

Subcontracting of Bicycle Sharing System operations shall not be permitted without the written authorization from the RSCCL.

The Service Provider shall further ensure followings:

- i. No alteration to the design, branding, colour or any visual or functional aspect of the Bicycle Sharing System without prior approval of RSCCL.
- ii. No fixing of any additional gadgets, lights any fixtures on the exterior or interior without prior approval of RSCCL.

The Service Provider shall have to replace spare/device/equipments/fixtures/component if such need arise due to damages/accident or due to preventive and corrective maintenance requirement as per RSCCL's instruction or as specified in manufacturer's manual or in regular course after fixed usage as per standard industry practice or provision set forth in this Agreement. Such replacement shall be of the original brand and technical specification as approved by the RSCCL or RSCCL suggested brands and specifications. Non compliance in such instruction shall be considered Event of Default of the Service Provider and RSCCL may impose Penalties/fines.

Service Provider shall be responsible for Performance of obligation as per clause 7.2 and 7.8 of RFP Clause 3 (Scope of Work) and Schedule 4 of this Agreement.

5.3 Customer Service, Depot and Maintenance Facility

In order for the Service Provider to set up a Customer Service, Depot and Maintenance Facility and other facilities related to operation and maintenance of the Bicycle Sharing System, the Service Provider shall establish and maintain certain premises (on as is where is basis) ("Premises") for the purpose as and when possible and as per detailed terms and conditions finalized by RSCCL. The Service Provider shall use, hold, maintain and operate the Premises at his risk and cost. The location of the Premises will be identified by the RSCCL and in case the Service provider identifies the location, then it must be approved by RSCCL.

Service Provider shall also allow access to RSCCL, its employees, agents, contractors, etc as and when required to the Premises.

RSCCL or its authorized representative retains the rights to inspect Premises/Project Asset allotted to the Service Provider all time during the Contract Period.

It shall be Service provider's responsibility to comply with the applicable laws, rules, and guidelines as applicable for this purpose or orders issued by the RSCCL with respect to the above.

The Service Provider shall use the Premises only and exclusively for the purpose of providing timely services and carry out maintenance obligations only and should not and do not cause any damage or waste in the Premises or do any act which will in any way be prejudicial to the rights of the RSCCL or other users/occupants of the same.

The Service Provider shall pay all charges and taxes related to the Premises such as such as rent, Government taxes, cesses and charges, including utility bills for electricity, water, gas etc. pertaining to period during which the Premises are used by the Service Provider other than Municipal Property Tax. The Service Provider shall make arrangements, at his own expense, for provisions for supply of any utilities, security, maintenance etc required by him for use of Premises.

The Service Provider shall not part with or create any lien or security interest or encumbrance on the whole or any part of the Premises save and except as set forth and permitted under an Agreement signed with RSCCL as and when such a premises is arranged. Service Provider shall take the prior written consent of RSCCL for making any changes/alterations/constructions to, at or on the Premises for purposes of this and the aforesaid Agreement. Service Provider shall not permit any other person to create any lien or Encumbrances or any security interest on Project Asset.

The Service Provider shall at all times during the subsistence of this Agreement maintain the Premises and shall not, without the prior written approval of RSCCL, use the Premises for purpose other than for the purpose of the Bicycle Sharing Project.

Service Provider shall ensure that its use of the Premises hereunder shall not result in any adverse effect thereto. In the event of an adverse effect being caused to the Premises it shall be the Service provider's responsibility to restore the said Premises at Service provider's cost and expenses to the satisfaction of RSCCL.

The Service Provider shall ensure optimum utilization of the Premises, if any provided by RSCCL at any time during the Agreement period, and shall not use the same for any purpose unconnected or which is not incidental to the Bicycle Sharing Project or related activities upon prior approval of RSCCL.

The premises shall be returned to RSCCL by the Service Provider at the expiry of the Agreement Period, or Termination of this Agreement, whichever is earlier. The condition in which the Premises and any immovable assets in it shall be returned shall be decided jointly between

RSCCL and the Service Provider. The Premises shall in any case be transferred in a condition no poorer than the original condition in which the Premises were handed over to the Service Provider by RSCCL.

As Stipulated in Annex A of the RFP, the Premises are to be used for the following functions:

- i. Depot for bicycles not in the Authorized Fleet, being repaired or stored for any reason
- ii. As a maintenance facility for the Project Assets
- iii. Control Center/ Customer Service Kiosk

The Control Center/ Customer Service Center may be at this site or another site subject to agreement between the Service Provider and the RSCCL.

5.4 Working Capital Management

The Service Provider shall arrange by himself the working capital necessary for the operation and maintenance of Bicycle Sharing System and other related facilities/equipments/services etc, through his own credit and resources and without recourse to any support from RSCCL.

5.5 Liability and Losses

The Service Provider shall be liable for and make good any damages or statutory claim like Motor Accident Claim which may be caused to RSCCL or to third parties, for non-compliance of any of its statutory/contractual obligations or for negligence on the part of Service Provider or its employees and responsibilities with respect to any party.

5.6 Performance Security

The Successful bidder shall furnish Performance Security in the form of Account payee Demand Draft payable to the "RSCCL" payable at Ranchi within 30 days of receipt of 'Letter of Acceptance' by RSCCL (or such other extended period that the RSCCL, at its sole discretion, may specify) for an amount equivalent to Rs. 50,00,000/- (Rupees fifty Lakhs) for Bicycle Sharing System with 1,200 (number) Bicycles, The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee.

If the Bidder fails to furnish the same, it shall be lawful for RSCCL to forfeit the EMD and cancel the contract or any part thereof.

Such Performance Security shall retain by the RSCCL for a period of 90 (ninety) days after expiry of Contract Period. On the performance and completion of the contract in all respects including warranty, the Performance Security will be returned to the Service Provider without any interest and upon submission of no claim certificate.

If the contract is terminated for reasons other than which can be attributable to

the Service Provider, the bid Security, shall, subject to the RSCCL's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

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

5.7 Encashment of Performance Guarantee

The RSCCL shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- i. Nonpayment of any dues by the Service Provider to RSCCL as required to be paid under Service Provider Agreement including damages as provided.
- ii. An Event of Default not being remedied in Remedial Period by the Service Provider despite notice as provided in this Agreement.
- iii. Non removal of deficiencies during the Handover period at the end or prior to the expiry of contract period.

Provided the extent of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, RSCCL at its sole discretion may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of RSCCL.

The provision under this Sub-Clause authorizing RSCCL to encash the Performance Security shall be exercisable in addition to and without prejudice to RSCCL's right to do so under any other similar provision in this Agreement permitting encashment.

5.8 Fresh Performance Security

In the event of the encashment of the Performance Security by RSCCL pursuant to Encashment Notice issued, Service Provider shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the RSCCL, failing which the RSCCL shall be entitled to terminate Service Provider Agreement by giving 30 days notice in accordance with the provisions herein.

5.9 Project Operation and Maintenance

The Service Provider shall operate and maintain the Bicycle Sharing System in accordance with the requirements of the Scope of Work as per the clause 8.1 of the RFP and clause 3 of this Agreement and maintaining service standards specified in Schedule 1, elsewhere in Agreement and modified time to time by the RSCCL.

The Service Provider shall, during the Contract Period:

- i. Designate and appoint suitable officers / representatives as it may deem appropriate to supervise the service provider's activities in the Bicycle

Sharing System Project, to deal with RSCCL and to be responsible for all necessary exchange of information required pursuant to this Agreement.

- ii. Conduct all inspections, maintain reports of operation and maintenance and organize necessary tests to ascertain their compliance with the stipulated requirements.
- iii. Suspend forthwith the whole or any part of the operations under the Bicycle Sharing System upon receiving a written notice from RSCCL, who may require the Service Provider to suspend the activities in whole or part if in the reasonable opinion of RSCCL, the operations are being carried on in a manner that is not in conformity with the provisions of this Agreement.
- iv. In the event the Service Provider has failed to operate and maintain the Bicycle Sharing System and or carry out all other activities in accordance with the provisions of this Agreement, and such failure has not been remedied despite a notice to that effect issued by RSCCL or (“Notice to Remedy”), RSCCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to take such actions as are specified in the Agreement including demanding replacement of any equipment or staff, suspension of the Bicycle Sharing System Operations and/or the Agreement and or replacement of the Service Provider.

Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and Service Provider hereby indemnifies RSCCL against any claims, damages, expenses or losses in this regard and agrees that in no case and for no purpose shall RSCCL be treated as an employer in this regard.

Service Provider shall be responsible for all the health, security, environment and safety aspects of the services provided by him for the Bicycle Sharing System.

Service Provider shall be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged by Service Provider for operation & maintenance of the Project Assets. Notwithstanding the generality of the foregoing, any and all payments to be made to any sub-contractors to any party / personnel in relation to the Service Provider Agreement of the Bicycle Sharing System Project shall be the sole responsibility of Service Provider and RSCCL shall neither incur any liability in this respect nor entertain any claims in this respect.

5.10 *Obligations with regards to Compliance with Bicycle Sharing System’s instruction/manual*

Service Provider Shall provide literature received from Bicycle Sharing System Manufacturers in terms of manuals, operating, and maintenance and safety instructions/manual to the RSCCL. Service Provider shall be responsible to understand working of the Bicycle Sharing System allotted to it in all aspects specified above including safety features.

Service Provider shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures as the frequency and type of the inspection for each technical condition criteria specified therein for all aspects of the Bicycle Sharing System shall be promptly followed by the Service Provider.

5.11 Authorized Fleet

The Service Provider shall operate only such a Bicycle fleet that meet maintenance requirement/ maintenance obligations specified in this Agreement and in conformity with the Authorized Fleet. Such fleet of Bicycles available for operation and meeting the maintenance requirement/maintenance obligations shall not be less than specified in Clause 8.7 of the RFP of this Agreement at any time during the Contract Period (“Authorized Fleet”).

The Service Provider shall make available for the Bicycle Sharing System the Authorized Fleet of Bicycles allotted/contracted to it from COD until such time as the Agreement/Contract Period expires, subject to the Assured Fleet Availability during the Contract Period failing which Liquidated Damages /fines shall be imposed as clause 15.2 of this Agreement.

6. Insurance

6.1 Insurance during the Contract Period

The Service Provider shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from the signing of the contract up to the end of the Contract Period such, including but not limited to the following;

100% replacement cost for any loss and damages to Project Asset/Premises with RSCCL as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Service provider.

Service provider’s all risk insurance with the RSCCL as co-beneficiary;

- i. An insurance cover of equal to Rs 1 lakhs per person would need to be taken out to cover any incident of death to the users of the facilities/Bicycle Sharing System or to any third party due to accident occurring in the system for unlimited occurrences with RSCCL as co-beneficiary.
- ii. Comprehensive third party liability insurance.
- iii. 100% insurance of employee compensation and other liability as per Workmen’s Compensation Act 1923.
- iv. Any other insurance that may be necessary to protect the Service Provider, its employees and the Project Asset/Premises against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered above with the RSCCL as beneficiary/co-beneficiary.

The Service Provider shall be responsible to pay the premium regularly and

maintain the insurance policies specified above all time during the Contract Period. Service Provider shall be solely responsible in case of failure of its renewal.

Apart from above, any liabilities arising out of or incidental to accidents in which any Project Asset is involved shall be on account of the Service Provider and shall have to borne by the RSCCL including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the contract. RSCCL shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Bicycle Sharing System.

6.2 Evidence of Insurance Cover

The Service Provider shall, from time to time, provide to RSCCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Service Provider Agreement.

If Service Provider shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, RSCCL shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.

6.3 Application of Insurance Proceeds

Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Service Provider towards repair or renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

The Service Provider shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

For insurance policies where the RSCCL is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset will be dispersed to the Service Provider or its authorized agent.

6.4 Validity of Insurance Cover

The Service Provider shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the RSCCL for each year/policy period. If at any time the Service Provider fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, RSCCL may at its option purchase and maintain such insurance and all sums incurred by the RSCCL therefore shall be reimbursed by the Service Provider

forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

6.5 Complaint Redressal Obligations

The Service Provider shall adopt a proper complaint/grievances redressal mechanism in consultation with RSCCL. The Service Provider shall maintain a record of all the complaints received from use of the Bicycle Sharing System, any third party or RSCCL and will at its own cost commence investigation within 3(three) days of receipt of complaint and shall be recorded in a fair and accurate manner. The Service Provider should respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the Service Provider 's managerial level and in case there is no suitable course of action taken by the Service Provider within 10 (ten) days of receipt of such complaint, the matter shall be handled by RSCCL, at the Service Provider 's cost and risk. The nature and information of complaints shall be kept confidential by the Service Provider except as otherwise required to be disclosed under the Applicable Laws or as instructed by RSCCL.

The Service Provider shall provide a summary of all the complaints and the written responses received on a monthly basis to RSCCL as per the service level agreement . RSCCL shall review the complaints received and the written responses with the course of action taken by the Service Provider. In the event that course of action that has been taken by the Service Provider is not appropriate, RSCCL shall direct the Service Provider to take a suitable action.

6.6 Confidentiality Obligations of Service Provider

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

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

Confidential Information shall not include information which:

- i. Is or becomes generally available to the public without any act or omission of Service provider
- ii. Was in Service Provider's possession prior to the time it was received from RSCCL or came into Service provider's possession thereafter, in each case lawfully obtained from a source other than RSCCL and not subject to any

obligation of confidentiality or restriction on use;

- iii. Is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify RSCCL before such disclosure.
- iv. Is independently developed by or for Service Provider by persons not having exposure to RSCCL's Confidential Information.
- v. Service provider's obligations of confidentiality regarding RSCCL's Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Agreement.

7. RSCCL's Obligations

RSCCL shall follow the following obligations during the Agreement Period.

7.1 *Obligations with respect to Supply of Bicycle Sharing System*

To provide operating plan that specifies the station location made available to the Service Provider. Such Plan shall provide information on station size and number of docks to be provided to the Service Provider. The Plan will also stipulate operating hours, membership fees and usage fees. Such Schedule shall be updated by RSCCL on a concurrent basis or with 30 days notice during the Contract Period.

7.2 *General Obligations*

RSCCL will provide space for installation of bicycle sharing stations at the specified locations. While Service Provider will need to obtain space for depot and workshops for maintenance and redistribution.

RSCCL will specify the requirements and provisioning standards for station locations, system branding, and service levels for the Service Provider to develop the requisite Bicycle Sharing System infrastructure (Project Assets) and facilities, plan, schedule monitor and control all the system for timely implementation and commissioning of the system.

Specify the requirements and provisioning standards for the system and its elements clearly, engage all other service providers in time, develop the requisite Bicycle Sharing System infrastructure (Project Assets) and facilities, plan, schedule monitor and control all the system for timely implementation and commissioning of the system.

Ensure service quality performance to be as per the performance indicators specified in clause 8.13 of the RFP.

Establish effective system of communication and coordination among all the stakeholders of the system.

Ensure timely payments:

- i. To the service providers as per the payment system specified in this Agreement.
- ii. Of the membership and usage fees in full to the escrow account provided by the RSCCL

To make payment to the Service Provider at the rates fixed for the services

provided as per the terms of this agreement.

To accept revision of the Bicycle Sharing System Operation including but not limited to the Authorized Fleet payment, incentives and maintenance charges as per the terms and conditions of the Agreement.

Ensure timely and amicably resolution of disputes between service provider and the RSCCL.

Carry out all other obligations as detailed elsewhere for efficient performance of system on sustainable basis.

To ensure that all contractual requirements of the RFP and subsequently those contained in the Agreement are fulfilled throughout the currency of the contract.

To ensure that no deficiencies, defaults or failures in the quality of Service provided and or of any of the related elements of or acts of providing the specified Bicycle Sharing service levels allowed to occur.

To effect, either itself or by proxy, the management, planning and control activities of the Bicycle Sharing System, which enable the Service Provider to perform his obligations as stipulated in the Agreement.

To adopt the necessary measures to ensure handover of Project Assets required by the Service Provider to carry out his duties and obligations.

To provide Service Provider the Coverage Area with respective to station placement and station sizing.

RSCCL will grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from RSCCL under this Agreement, in connection with implementation of the Bicycle Sharing System and the performance of its obligations.

RSCCL shall, where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits and observe and comply with all its obligations set forth in this Agreement.

8. RSCCL'S Rights

Without prejudice to the obligations, RSCCL shall enjoy the following rights during the Agreement Period.

RSCCL shall ensure that the Service Provider provides requisite support infrastructure for installing, maintenance, operations and management staff required for operations and maintenance of the Bicycle Sharing System.

The Premises shall be and continue to be the property of RSCCL all time during and beyond Contract period.

RSCCL shall have right to take over Premises and the Bicycle Sharing System from the Service Provider for not carrying out his obligation at the end of Agreement Period or Termination whoever is earlier.

RSCCL shall have the complete and full rights for collection of fare for the Bicycle Sharing System and to determine and implement the methodology for the same. The Service Provider shall not collect fare nor shall it have any right in relation to the fares collected. Service Provider shall at no point of time, directly or indirectly, partake any portion of the passenger fare.

The Service Provider shall extend complete co-operation to RSCCL in relation to the installation, operation, and maintenance of the IT payment, vending and validation machines and collection of fare through handheld machines if required. RSCCL, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Service Provider, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Service Provider or its personnel.

RSCCL reserves the right and will provide specifications for the advertisement at bicycle sharing stations. The Service Provider can create display areas at stations, kiosks, and other locations for advertisements as per the technical specifications and subject to approval by RSCCL. Of which, at least 20% of this area shall to be given to RSCCL, free of cost, for public service announcements. However, the Service Provider shall provide details to RSCCL of the advertiser, duration of advertising, and revenue.

RSCCL reserves its right to install any value added services such as CCTV, Cameras / phone / entertainment and passenger information equipments, other systems etc. and other gadgets / equipments for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. Service provider would not claim any share in the revenue, which may accrue to RSCCL due to the aforementioned services / equipment / gadgets. Service provider would not increase or hike maintenance charges because of above, nor would the quality / parameters of services provided get impaired due to such installations equipment. Service provider would take due care so as to ensure that there is no damage to the installations / equipments etc., during /after maintenance services. RSCCL may have a separate maintenance contract for these additional equipments / installations and Service provider would have no objection for same. Service provider would take due care that any such equipment is not damaged during maintenance / cleaning.

RSCCL shall have a right to make request to Service Provider to operate the Bicycle Sharing System outside the Coverage Area.

RSCCL shall have right to decide the daily schedule with regards to allotted Bicycle Sharing System operation.

RSCCL shall have right to levy penalties /damages as per this terms of this Agreement and recover the same from the dues payable to the Service Provider and/or from the Performance Security.

Right to issue operating instruction and any other advisory or instruction as deemed necessary to maintain highest standards of Bicycle Sharing System services including safety, functionality and operations of the services.

Service provider would maintain log books, on all maintenance work / activities pertaining to all aspects of the Bicycle Sharing System; would be entered therein on regular basis. RSCCL would be free to inspect logbooks at all times and the service provider would make logbooks available to him/ his representative and answer all queries

to RSCCL satisfaction.

The right to supervise the performance and execution of this contract, and to have access to the documents as per terms of this Contract.

9. Service Provider's Rights

Without prejudice to the obligations, the Service Provider shall enjoy the following rights during the Agreement Period:

- i. To receive the right to operate the Bicycle sharing System for as per the terms of this Agreement.
- ii. To receive payment of the Authorized Fleet and Incentive charges from RSCCL at the rates fixed and as per the payment system prescribed in this Agreement.
- iii. To receive support for obtaining required permits and sanctions from the Government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of RSCCL.

RSCCL shall have any other rights specified elsewhere in this Agreement.

10. Force Majeure and Change in Law

10.1 Force Majeure Event

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

If a Force Majeure situation arises, Service Provider shall promptly notify RSCCL in writing of such conditions and the cause thereof as provided for in Clause 10.2. Unless otherwise directed by RSCCL in writing, Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

- i. Earthquake, flood, inundation and landslide,
- ii. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme

- atmospheric disturbances
- iii. Fire caused by reasons not attributable to the Service Provider or RSCCL or any of the employees, contractors or agents appointed by the Service Provider or RSCCL,
 - iv. Acts of terrorism;
 - v. Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Service Provider or RSCCL.
 - vi. Action of a Government Agency having Material Adverse Effect including but not limited to
 - (a) Acts of expropriation, compulsory acquisition or takeover by any Government Agency of any Project Assets or Property or any part thereof or of Service Provider's rights in relation to the Project.
 - (b) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.
 - (c) Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound

Early termination of this Agreement by RSCCL for reasons of national emergency or national security.

War, hostilities (whether declared or not), invasion by foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, and volcanic eruptions.

Changes in law that materially affect the respective rights and obligations of the parties signatory to this Agreement and/or their capability to perform according to the provisions of this Agreement.

10.2 Notice of Force Majeure Event

As soon as practicable and in any case within 7 (seven) days of the date of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which, performance of any of its obligations Under this Agreement is affected by the Force Majeure Event;

- iv. the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- vi. As soon as practicable and in any case within 7 (seven) days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith in order to:
- vii. Assess the impact of the underlying Force Majeure Event,
- viii. To determine the likely duration of Force Majeure Period and,
- ix. To formulate damage mitigation measures and steps to be undertaken by the parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the clause 10.2 as also any information, details or document, which the other Party may reasonably require.

10.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- i. Due notice of the Force Majeure Event has been given as required by the preceding Clause 10.2;
- ii. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event
- iii. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the BRT System/Project and / or the Agreement as a result of the Force Majeure Event and to restore the BRT System/Project and Premises, in accordance with the Good Industry Practice and its relative obligation under this Agreement;
- iv. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- v. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

10.4 Relief for a Force Majeure Event

Subject to the clauses in this section 10, the rights and liabilities of both the Parties shall be suspended during the duration of Force Majeure Event and the

Agreement period shall be extended for the period.

10.5 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 10.1 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

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

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a) it shall issue Termination Notice setting out: (i) in sufficient detail, the underlying Force Majeure Event; (ii) the Termination Date which shall be a date occurring not earlier than 60(Sixty) days from the date of Termination Notice; (iii) if and to the extent applicable the estimated money payable by / to the Affected Party including the details of computation thereof and; (iv) any other relevant information.

10.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Agreement, and the RFP documents, neither Party hereto shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and Force Majeure Event.

10.7 Events of default and termination

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

10.8 Service Provider Event of Default

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

- i. Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- ii. A resolution for voluntary winding up has been passed by the shareholders of Service Provider
- iii. Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that,

as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

- iv. Service Provider fails to adhere to the timelines set forth in the Agreement for performance of Service provider's obligations there under; and / or
- v. Service Provider fails to comply with the applicable laws, rules, regulation of the country.
- vi. Any representation made or warranties given by the Service Provider under this Agreement is found to be false or misleading;
- vii. The Service Provider fails to furnish Performance Security to the RSCCL as per the terms of this Agreement.
- viii. Service Provider suspends or abandons the operations of the Bicycle Sharing System without the prior consent of RSCCL, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by RSCCL.
- ix. Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- x. The Service Provider failed to make any payments/damages/penalties due to Authority within period specified in Service Provider Agreement or indicated by RSCCL without any valid reason.
- xi. Service Provider failed to perform any of the Service Provider's obligations including operations and maintenance obligations
- xii. Service Provider is in/commits a Material Breach of the Service Provider Agreement.
- xiii. Service Provider sub-let or sub lease or sub contract the Project Asset without prior approval of RSCCL.
- xiv. Service Provider fails to adhere to the timelines set forth in the Service Provider Agreement for performance of Service Provider's obligations there under; and reason thereof Liquidated Damages exceeds value of Performance Security;
- xv. Levy of an execution or restraint on the Service Provider's assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days.

10.9 RSCCL Event of Default

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

- i. RSCCL is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof.
- ii. RSCCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
- iii. RSCCL or any Governmental Agency has by an act of commission created

circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider and has failed to cure the same within 60 days of notice thereof by the Service Provider.

- iv. Any representation made or warranties given by the RSCCL under this Agreement is found to be false or misleading.

10.10 Termination for Service Provider Event of Default

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

- i. Invoke the Performance Guarantee and/or
- ii. Take any other action including provisioning of the equipment of the Bicycle Sharing System through any replacement service provider selected by RSCCL in its sole discretion at the risk and cost of the Service Provider, and/or
- iii. Take over the entire infrastructure developed by the Service Provider for the Bicycle Sharing System or any part thereof and / or
- iv. Negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by RSCCL , at RSCCL 's sole discretion.

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

10.11 Termination for RSCCL Event of Default

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

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

10.12 Termination for Insolvency, dissolution, etc.

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

10.13 Termination Notice Period

Either Party shall be at liberty to terminate the Agreement for the reasons stated in the Agreement by giving a notice of 60 (sixty) days.

11. Joint Inspection and Removal of Deficiency

The handing over process for Project Premises shall be initiated at least 6 (six) months before the Expiry Date by joint inspection of RSCCL and the Service provider. RSCCL shall within 15 (fifteen) days of such inspection prepare and furnish to the Service Provider a list of works / jobs / addition / alterations, if any, to be carried out to bring the Premises to the prescribed level of service condition at least 2 (two) months prior to the date of the expiry of the Agreement Period. In case the Service Provider fails to carry-out the above works, within the stipulated time period the RSCCL shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Service provider. Any cost incurred by RSCCL in this regard shall be reimbursed by the Service Provider to RSCCL within 7(seven) days of receipt of demand.

For this purpose, RSCCL shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and / or to set off any amounts due, if any and payable by RSCCL to the Service Provider to the extent required / available and to recover deficit amount, if any, from the Service provider.

12. Arbitration

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

13. No Waiver Of Rights and Claims

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

14. Representations and Warranties

14.1 Representation and Warranties of the Service provider

The Service Provider represents and warrants to RSCCL that: it is duly organized, validly existing and in good standing under the laws of India;

- i. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions

contemplated hereby;

- ii. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- iii. It has the financial standing and capacity to undertake the Service Provider Agreement for the Bicycle Sharing System Project;
- iv. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service provider's Memorandum and Articles of Association OR Partnership Deed as may be applicable or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- vi. There are no actions, suits, proceedings or investigations pending or to the Service provider's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute an event of default on the part of the Service Provider or which individually or in the aggregate may result in material adverse effect;
- vii. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material adverse effect;
- viii. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material adverse effect;
- ix. No representation or warranty by the Service Provider contained herein or in any other document furnished by it to RSCCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- x. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any person to procure the contract.
- xi. Without prejudice to any express provision contained in this Agreement, the Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has after a complete and careful examination made an independent evaluation of all aspects of the Bicycle Sharing System Project, and the information provided by RSCCL, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.
- xii. The Service Provider also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that RSCCL shall not be liable for the same in

any manner whatsoever to the Service provider.

14.2 Representations and Warranties of RSCCL

RSCCL represents and warrants to the Service Provider that:

- i. RSCCL has full power and authority to grant the RFP and enter into Agreement with Service Provider.
- ii. RSCCL has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- iii. The Service Provider Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

14.3 Obligation to Notify Change

In the event that any of the representatives or warranties made/given by the party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

14.4 Indemnification

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

15. Miscellaneous

15.1 Assignment and charges

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

- a) The Service Provider shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of RSCCL.
- b) The Service Provider shall not create nor permit to subsist any encumbrance over premises except with prior consent in writing of RSCCL, which consent RSCCL shall be entitled to decline without assigning any reason whatsoever.
- c) Restraint set forth in clauses (a) and (b) above shall not apply to liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of the Business of the Service provider;

15.2 Liquidated Damages

In the event of delayed operations by the Service Provider in the relation to and beyond the COD as specified in the agreement or any subsequent amendment

thereto, RSCCL shall recover from Service Provider liquidated damages (and not by way of penalty) as per clause 7.10 of RFP.

In case the Service Provider is unable to start operations with required manpower and supporting maintenance infrastructure within 60 days of Commencement Date, RSCCL reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount.

15.3 Survival

It is provided that the termination of this Agreement shall not relieve the Service Provider or RSCCL of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either party, shall not relieve either Party of any obligations or liability for loss or damage to the other party arising out of or caused by acts or omission of such party prior to the effectiveness of such Termination or arising out of such Termination.

15.4 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 courier, mail or email transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to RSCCL:

Chief Executive Officer

[Company Name].

[Street Address], [City, Code]

[Email]

If to the Service provider

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

In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and in the case of any communication made by email, when transmitted properly addressed to such email address.

15.5 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.

15.6 No Partnership

Nothing contained in this Agreement shall be constructed or interpreted as constituting a partnership between the partners. Neither Party shall have any authority to bind the other in any manner whatsoever.

15.7 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/English language.

15.8 Ownership & Protection of Project Assets during Contract Period and Transfer of Project Assets after end of Contract Period

Service Provider shall exercise all due caution to protect and maintain Project Assets, Premises and the data created out of this Bicycle Sharing System Project.

Security of Premises and Project Assets including theft thereof shall be the responsibility/liability of the Service Provider. Upon occurrence of theft of any instrument/hardware /software installed by the RSCCL or Service Provider, the Service Provider shall reinstall/reinstate at his cost such hardware/software/instrument that of original specification and functionality of that hardware/software/instrument.

Service Provider shall not share, sell or in any manner use the data created by Service Provider out this Bicycle Sharing System Project otherwise than in accordance with the terms of the Agreement.

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

15.9 Intellectual Property Rights

Service Provider shall acknowledge and agree that any and all hardware, software, and / or firmware developed by RSCCL in relation to the Bicycle Sharing System and any modifications thereto or works derived therefrom shall be the exclusive property of RSCCL at all times and RSCCL shall retain all right, title and interest in and to the same. Provided however that the Service Provider shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the Bicycle Sharing System on specific approval of the same by RSCCL.

For purposes of the Agreement the terms “software”, “software programs” shall

include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Service Provider in relation to the Bicycle Sharing System pursuant to the Agreement.

RSCCL may in its sole discretion allow the use of any and all Bicycles, docks and stations used specifically for RSCCL in relation to the Bicycle Sharing System by Service Provider to a third party for the purpose of advertisements etc inside/outside the Bicycle Sharing System.

15.10 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

Signed by:

1. RSCCL

2. <Service Provider>

<sign here>

_<sign here>

-
(Typed or printed name)

-
(Typed or printed name)

Title:

Title:

Company:

Company:

Date:

Date:

In presence of 1. For and on behalf of RSCCL (Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant], In presence of (Witnesses)

(i)

(ii)

16. Schedule 1: Technical Specification of Bicycle Sharing System

17. Schedule 2: Manufacturer's Instruction and Manual

(To be provided by the Service Provider to the [RSCCL]).

18. Schedule 3: Bicycle Sharing Operation and Maintenance Responsibilities of Service Provider

(To be read in addition to such responsibilities that may be mentioned elsewhere in the Agreement)