

Request for Proposal

For

Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur



NIT No: JSCL/2018/192/ADM/97

Date: 28/02/2018

On

**Public Private Partnership (PPP) Model with Viability
Gap Funding (VGF)**

Jabalpur Smart City Ltd, Jabalpur Madhya Pradesh

NOTICE INVITING TENDER Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur.

Project Name: Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur

Project includes Development, Establishment and Operations of an effective Smart digitized public bicycle sharing system (Battery operated & non-motorized cycles) for service delivery for citizens of Jabalpur on PPP basis. This is combination of technology with innovative delivery mechanisms like an exhaustive portal/mobile app and delivery to be made operational across the city for delivery of a reliable, trustworthy and cost economic transport system. This project will have to be build, operationalized and maintained by an Agency for 5 years initially.

Cost of Tender Document	As Per Published NIT
Earnest Money Deposit	
Tender Release Date	
Last date of pre-bid queries	
Pre-bid meeting Date and Time	
Last date of buying tender	
Bid submission online date	
Bid submission hardcopy date	
Opening of technical bids	
Technical Presentation	
Opening of financial bids	

All the details related to this Request for Proposal have also been uploaded on website of Jabalpur Smart City Limited: www.jscljabalpur.org and www.mpeproc.gov.in
Original copy of earnest Money deposit (EMD) in the form of FDR/Bank guarantee in favor of the Executive Director, Jabalpur Smart City Limited with copy of Bid proposal should be submitted online & hard copy through registered/speed post/in person as per NIT at Office of Jabalpur Smart City Limited, Manas Bhawan, Wright town, Jabalpur. Any bid not accompanied by an acceptable Earnest money as indicated in NIT will be rejected by the Employer as non-responsive.

Executive Director
Jabalpur Smart City Limited

DISCLAIMER

The **Jabalpur Smart City Limited** has prepared this Request for Proposals (RFP) to install and operate the Jabalpur Cycle Sharing System. The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of Jabalpur Smart City Limited (hereafter referred to as "JSCL") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided in writing.

This tender document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This tender document does not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the JSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. The assumptions, assessments, statements and information contained in the tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and where necessary obtain independent advice from appropriate sources. The JSCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the tender document.

Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation.

The JSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The JSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document before the last date of bid submission with reasonable time to bidders to submit modifications, if any.

The issue of this tender document does not imply that the JSCL is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the JSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

conduct or outcome of the Bidding Process.

DEFINITIONS

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

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

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

“**Battery operated Cycle**” means a cycle that is operated using rechargeable battery power as described with the minimum technical specifications of this RFP.

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

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

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

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

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

“**Commencement Date**” means the date stipulated by JSCL for commencement of the bike 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 especially for the purpose of bidding for this RFP.

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

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

“**Cycle Sharing System**” or “**System**” or “**Bike Sharing System**” means a personal public transport system consisting of a network of cycles and stations in which a user can check out a cycle at any station using an RFID-based smart card or key (no cash/ debit card/ credit card payments at the station) and return the cycle to any other station and in which information is tracked in real-

time using an information technology system. It refers to the hardware, software, and premises associated with this RFP for Jabalpur that is being implemented by JSCL in various phases, unless otherwise specified.

“**Cycle**” means the bicycles 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. This means both battery operated and non-motorized.

“**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.

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

“**Fleet**” means the number of cycles that are available for use in the Cycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 14 hours during the respective 24-hour period.

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

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

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

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

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

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

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

“**Non-motorized cycles**” are those cycles that are pedaled mechanical cycles which do not have any alternate means of power or motor. These are as per the specifications mentioned in this RFP.

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

“**Service Provider Agreement**” or simply “**Contract**” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between JSCL and the Service Provider through which JSCL will grant the rights to the Service Provider to install and operate the Cycle Sharing System at Jabalpur 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 RFP

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

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

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

“Vandalism” means destruction of or damage to a Project Asset deliberately.

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

Other Conditions:

1. A complete set of tender documents can be obtained from www.mpeproc.gov.in or in person between 10.30 hours to 17.30 hours on all working days from the address of communication mentioned below. The bid document can be obtained on payment of non-refundable cost of document mentioned above in the form of Cash payment/Demand Draft in favour of “Executive Director, Jabalpur Smart City Limited” and payable at Jabalpur.
2. All pages of the documents in each envelope must be machine numbered and the Document is in spiral or any other type of binding. Loose filling of paper will not be accepted.
3. Bid opening shall be carried out in two stage.
4. Due to unforeseen condition, if the opening date of Technical Bid/Financial Bid is declared holiday, then in that case bids will be open on next working day at the same time and place.
5. JSCL will not be responsible for any delay in receiving the Bid Documents.
6. Bidder should be responsible to follow the JSCL rules & directions.
7. Bidder shall be responsible to pay all the applicable taxes.
8. Bidder must provide the list of efficient technical staff, engineers, required tools & equipment’s with the tender.
9. There should not be any unsatisfactory performance report of the Bidder from any sources.
10. Bidder must ensure safety provisions of labours, staff, before commencement of the work.
11. Bidder should have adequate testing, measuring and inspection equipment and facilities for the calibration of the same.
12. The Jabalpur Smart City Limited reserves the right to reject any or all offers without assigning any reason thereof.
13. Bid opening shall be carried out in two stages. Firstly, ‘technical bid’ of all the received (except those received late) shall be opened on the date and time mentioned above. ‘Financial Bid’ of those bidders whose ‘technical bid’ has been determined to be substantially responsible shall be opened on a subsequent date, which will be notified separately to such bidders.
14. Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders bid.
15. The JSCL reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.
16. Affix Index of Tender Documents.

EXECUTIVE DIRECTOR

JABALPUR SMART CITY LIMITED

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JABALPUR SMART CITY LIMITED

MANAS BHAVAN, JABALPUR

1. Invitation for Bid

1.1. Project Background

Jabalpur is a Tier 2 City in State of Madhya Pradesh. It is the third largest urban agglomeration in MP and 37th largest urban agglomeration in India. Jabalpur Smart City Proposal (SCP) has been selected to implement the Area-Based Development (ABD) and Pan-city proposals by Government of India (GoI) under Smart City Mission (SCM), wherein 98 cities in India competed for first 20 positions. The Jabalpur SCP proposes several ICT based smart solutions in ABD and across pan-city providing various smart features/ infrastructure in line with the SCM guidelines.

As per provisional reports of Census India, population of Jabalpur in 2011 was 1,055,525; of which male and female were 545,510 and 510,015 respectively. The current total population of Jabalpur is approximately about 14 lakhs.

For the purpose of implementing the Smart Cities project, Jabalpur Smart City Limited (the "Authority" or "JSCL"), a Special Purpose Vehicle (SPV) has been established as a limited company under the Indian Companies Act 2013. JSCL has received funds from Government of India and Government of Madhya Pradesh (GoMP) for the development of smart city in Jabalpur and intends to invite the technical and financial proposals from the interested eligible bidders, to establish, maintain and operate a Public Bike sharing system for supporting JSCL.

Jabalpur Smart City's vision is: "Transforming Jabalpur into a vibrant regional economic and cultural hub through inclusive urban regeneration, to act as a magnet for investment and new opportunities for the youth." Primary focus of smart city Jabalpur is "promotion of economic activities" while secondary being "augmentation and renewal of city infrastructure with state-of-art technology" in place.

The vision of the Jabalpur Smart City is directed towards supporting urban renewal and urban infrastructure development in a given timeframe for attaining better living standards, amenities and creating a congenial environment for people to live and work, in the city of Jabalpur with due thrust on People's Participation and Public-Private Partnership in the city.

JSCL in its endeavor to improve the quality of transport delivery to the citizens in the city and to be able to promote the usage of non-motorized and battery operated cycles amongst the citizens for a cleaner and healthier means of inter-city travel.

Keeping in view the above broader objectives, JSCL invites e-tender for Technical and Financial bid proposal from eligible Bidders for setting up of Public bicycle sharing facility (including Smart docking stations, mobile application based booking/payment system and provisioning of battery operated and non-motorized bicycles) in Jabalpur city on PPP basis with no cost or minimum cost to the city authority. JSCL will either pay Viability Gap Funding (VGF) to the Service provider per bike per year up to 500 bikes. The payments will be made on quarterly basis. Detailed instructions on Viability Gap Funding (VGF) to be paid to the Service Provider are given in this RFP document.

A Hybrid System is proposed for Public Bike Sharing. The stations will be manned by station attendants; however the operations of each station are communicated to the Central control system by the station attendants using card verification devices. The central control system collects data from each station for efficient planning and operation of the system. This data is used to make decisions on redistribution of cycles around stations during the hours of operations.

The Cycle sharing system will also be integrated with the fare collection system via a mobile application integrated with payment gateways, e-wallets and other popular modes of payment.

The Cycle Sharing System proposed will have 500 cycles spread over minimum 50 stations across the city. The project will be implemented by the service provider within a time period of 6 months of signing the contract. However, number of cycles or/and stations can be increased with mutual consent of JSCL and service provider but the cost of the same shall be borne by the service provider.

This project will have to be operated for 5 years, extendible for another 2 years on yearly basis with no change in terms and conditions. Any further extension to this project will be as per prevailing conditions and with mutual consent between parties at the end of 7 years.

Note: - Bidders may note that Bids are to be submitted as per the instructions laid out in of the tender document. The selection of successful bidder would be in two steps: Technical Bid and Financial Bid

The last date for submission of the online bid is as per NIT. The following address will be used for all communication in regard to this bid process:

Executive Director

Jabalpur Smart City Limited

Manas Bhavan, Jabalpur

E-mail – ictpmu@jscljabalpur.org , ceojscl@mpurban.gov.in

Website: www.jscljabalpur.org

1.2. Project Objective

The key objectives of the proposed project is as follows:

- 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
- 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
- The system will expand the health and wellness benefits of bicycle transport to new users.
- The system will support the transformation of streets to become environments where pedestrians and bicyclists feel safe and comfortable
- The system will enable the citizens to instantly book and pay using digital forms of payment for a hassle-free, mobility option
- The project will enable the effective usage of the NMT corridor built in the city of Jabalpur
- The location enabled bicycle systems will allow instantaneous tracking and estimated time to the nearest docking point for ease of travel planning

1.3. Terms of Revenue

JSCL hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the public bike Sharing System in the city of Jabalpur, Madhya Pradesh. The terms of revenue would be as detailed below

The operations contract will be issued to the service provider for a period of 5 years (with a potential for additional 2 years). During this period, the service provider is entitled to:

- **Fare box revenue:** Revenue earned from sale of memberships and rental income earned from renting of cycles to the users.
- **Advertisement Revenue/ Sponsorship Contract Revenue:** The service provider will be given the rights to sell advertisement space on the system. This include advertisement space on cycles and station infrastructure like panels and docks at the station. Alternatively, the service provider may also sell sponsorship contract to the system to a single entity. The sponsorship contract will include not only space on the system but also naming rights to the system.
- **Annual Cycling Event:** The Service provider will be given the rights to conduct weekly / fortnightly/ monthly/ annual cycling event(s) in the city along with JSCL. The profits made from this event will also be used to run the PBS system
- **CSR Funding:** The Service provider is also given the rights to reach out for CSR funding of private organisations to fund the operations of the system.
- **Utility Shifting:** If any Utility Shifting is required for stations, then cost of same shall be borne by the service provider.
- **Right of First Refusal:** After completion of Term of Agreement when the new PBS tender document is floated, the existing Servicer provider would be given the Right of First Refusal upon matching the highest bid received by JSCL.
- **Viability Gap Funding (VGF)** has to be quoted by the Bidder in its financial bid on the basis of Capital Cost and Operating and Maintenance cost by factoring all the Revenue streams highlighted in the RFP. Viability Gap Funding (VGF) quoted by the bidder will be paid by JSCL, on the basis of per bike per year. Detailed instructions on Viability Gap Funding (VGF) are given in the RFP document The Viability Gap Funding (VGF) is to be paid by the JSCL to the concessionaire every quarter during the implementation period of 6 months.

1.4. Project Structure, Source of Funds and Source of Revenue

Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur. During this period, the Service Provider is:

Entitled to receive Viability Gap Funding (VGF) per bike per year up to 500 bikes from JSCL, from the start of implementation for 6 months till the end of the implementation period, depending upon the financial bid of the successful applicant. The payments will be made on quarterly basis;

- Entitled to retain Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of Bikes under the RFP to the users;
- Entitled to retain Advertisement Revenue/ Sponsorship Contract Revenue: The concessionaire will be given the rights to sell advertisement space on the station/docking/bike system. This will include advertisement space on Bikes and station infrastructure like digital panels and docks at the station and redistribution vehicle. Alternatively, the Service Provider may sell sponsorship contract to the system to a single entity.

- The Service provider will be given the rights to conduct weekly / fortnightly/ monthly/ annual cycling event in Jabalpur, with the approval of JSCL. The profits made from such events will only be used to run the PBS system;
- The Service Provider is given the rights to tap into CSR funding of private organizations to fund the operations of the system.

2. Detailed Scope of Work

The contract will be for design, procurement, installation, operation and Maintenance of the Cycle Sharing System in the city of Jabalpur, Madhya Pradesh. Service provider need to provide integrated and innovative solutions for the Jabalpur Cycle Sharing System for both battery operated and non-motorized cycles, including all the hardware, software and system solutions along with operation of the system. The designed system is also required to be integrated with the Jabalpur city Integrated Command and Control Center (ICCC) for effective analysis and live monitoring. The location for the cycle stations will be determined by JSCL in consultation with the selected service provider.

The Service contract will be granted for a period of 5 years with a possibility of a further 2 year extension at the end of the 5 year period, if JSCL is satisfied with the service provided by the service provider.

The Service Provider's Scope of work includes:

2.1. Planning and installation

System Planning and installation

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

For the designing and planning of the Public bike sharing system at Jabalpur, the following features have to be considered:

- Comfortable, commuter-style bicycles with specially designed parts and sizes that discourage theft and resale.
- A fully automated locking system that allows users to check bicycles easily in or out of bike-sharing stations.
- A wireless tracking system, such as radio-frequency identification devices (RFIDs/ GPS), that locates where a bicycle is picked up and returned and identifies the user.
- Real-time monitoring of station occupancy rates through wireless communications, such as General packet radio service (GPRS)
- Real-time user information through various platforms, including the web, mobile phones and/or on site terminals.

The service provider shall conduct activities not limited to:

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

The final decision for the station location and size rests solely with JSCL.

Station Installation Plans

The Service Provider will also conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Service Provider will submit the proposed station positions and layouts to JSCL for approval. The JSCL will clear the approved site and create a paved, level surface on which the Service Provider may install the Station. The system installation will be divided into 3 phases:

Phase 1: On ground Testing

A period of 1 week, where the components and systems are tried and tested by the service operator. During this period, the system need not be open to the general public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase 2: User Generation Campaign

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

Phase 3: Formal Launch of the system

Within 6 months of the date of signing the contract with JSCL, the service provider should formally launch the system. The contract period of the system begins on the day of the Formal launch of the system.

The schedule of 3 phases of installation is given below

Phase	Time Line	Total Cycles	Total Stations
Phase 1: On ground testing	One week before Phase 3	~500	~50 (pre-determined number of total stations)
Phase 2: User Generation Campaign	At least 2 weeks before Phase 3	~500	~50 (pre-determined number of total stations)
Phase 3: Formal Launch	Within 6 months of signing of Service Provider Contract/ 1 month after launch of on ground testing (whichever is earliest)	~500	~50 (pre-determined number of total stations)

2.2. Cycles

Technical standards

- Technical specifications for the cycles (battery operated and non-motorized) should at least meet the “Minimum Technical Standards” as given in this RFP.
- Procure such equipment that has been manufactured not earlier than twelve (12) months before the date of signing of the Service Provider Agreement between JSCL and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

The Service Provider will present prototype Cycles for the Cycle Sharing System to JSCL for inspection. JSCL will have the right to review all station hardware and software to ensure they meet

all the technical criteria as specified. A prototype which may have features over and above the prescribed minimum standards, will also be accepted by JSCL.

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

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

Number of Cycles- Fleet Size

- The service provider will procure/ manufacture Cycles as per the Authorised Fleet size set by JSCL (100 Battery operated cycles and 400 non-motorized cycles). Each of which shall comply with the technical standards as specified in this RFP.
- Procure/ manufacture and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- The authorised fleet will be provided and maintained by the service provider as per the timelines agreed.

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

- If $avg_r / Af > 6$, the Authorised Fleet size can be increased by an increment specified by JSCL within 60 days of the end of the previous payment period. The increase will be done solely by the decision of JSCL.
- If $avg_r / Af \leq 6$, the Authorised Fleet will remain the same.

Where,

avg_r is the average number of Rides during the previous 30 days and
 Af is the Authorised Fleet during the previous 30 days.

In general, the incremental change in fleet size will be at least 50 cycles and or 5 stations for any given revision in the Authorised Fleet but the decision can be made by JSCL on an ad hoc basis depending on the need/ demand.

2.3. Stations

Technical Specifications

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

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

Should JSCL 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 JSCL. After receiving approval on the final design, the Service Provider may proceed to manufacture/ acquire the rest of the Station components and establish at the determined locations.

Minimum Hours of Operation

- The system should be operational for a period of at least 14 hours per day on all 7 days of the week.

- If the operator decides to operate for 14 hours only, the hours of operations should start from 6:00 am. All operations to be continual with no break in service till the close of service for the day.
- If the operator decides to expand the number of operating hours beyond 14 hours, then it is mandatory that the time period 6 am to 8 pm falls within the operating hours. If the operator has any suggestions on change in time of operations, such a request will be put forth to JSCL, who will have the final authority to decide.

Number of Stations

Minimum 50 numbers of Stations is to be installed by the service provider. Each station should comply with the technical standards as specified in this RFP. However if Service Provider wants to increase the number of Station, same can be done at the cost of service provider and a written approval form JSCL.

The essential station components/ infrastructure are detailed below in sections 3.3 to 3.4 of this RFP.

Number of Docks/ Locking posts

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

$$D \geq 1.5 * Af$$

Where,

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

The monitoring of the number of docks and their real-time availability should be available in the software system to enable effective redistribution of the cycles.

The ratio of 80% non-motorized cycles to 20% battery operated cycles should be maintained at all times. The battery operated cycles should be available at least 10% of the 50 stations across the city.

Devices for Card verification

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

2.4. Central Control System

The service provider should provide for a Central control system which can on a real time basis monitor the operations of the system (all its components). The central control system provides the back bone of the Public Bike sharing (PBS system). The Control System will constitute JSCL's single point of contact and enable JSCL to coordinate with the Service Provider in the course of the day-to-day operation and management of the Bike Sharing System. The Service Provider shall ensure that the Control System is integrated to the Integrated Command and Control Center for the city of Jabalpur. The Service provider may also setup a Central Control center at its own cost to monitor its own operations and maintain the redistribution system effectively.

The API required for the integration of this system with the city Integrated Command Control Centre (ICCC) will be made available by the Service Provider

The service provider should:

- Should provide for software to aid in monitoring of the system including details like cycle and dock availability at each station.
- Provide Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
- Build/ provide Software which will be able to help in system planning and expansion.
- Procure/ build software and hardware for the processing of customer payments via J-card, payment gateway and popular mobile payment wallets and other modes that may be applicable.
- The hardware and software should meet the “Minimum Technical Standards” as given in this RFP
- Maintenance, payment of bill/ licenses and all other related expense of the system provided shall be borne by service provider.

2.5. Redistribution

The Service Provider shall ensure that the cycles (battery operated and non-motorized) are redistributed on a regular basis between stations to ensure that no station is either empty or full (with no free dock available) for an extended period of time (1 full day of operations consisting of 14 hours). The service provider should provide adequate number of vehicles which are used only for the purpose of redistribution of cycles across stations.

2.6. Depots/ Workshops

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

The Service Provider shall source/ manufacture and install the maintenance equipment as necessary. Major repairs of the Cycles and Stations which cannot be carried out on the site shall be carried out at the depot/ workshop space developed by the Service Provider. Such location should be accessible and appropriately equipped to manage the Cycle Sharing System. Equipment cost for maintenance & repair of Cycles charges are to be borne by the service provider.

2.7. Registration of Users

- Registration is a necessary pre-condition to gain access to the PBS system. All users are required to register with the system using a valid ID proof.
- Each user should be able to register to the system either via mobile application or visiting designated stations where the user will be allowed to register.
- The users registering at the physical stations will be issued a personalised card which will have their name printed on it. Each would be linked to a person's ID in the system making it easy for the operator to track the system usage of each user. JSCL may alternatively ask this functionality to be integrated with any already available transport card for Jabalpur.
- The payment collection for registered users should be possible via online payment gateways, J-Card, popular mobile wallets and other digitized forms as applicable.
- The registration process should ensure the validation of all user details and identity proof data, to prevent any losses due to theft or vandalism.
- A few centres around the city will be identified by JSCL along with the service provider, where physical registration will be undertaken. The users will have to go to these notified centres with valid id proof and the required security deposit (security deposit along with the fare structure is detailed out in *Annexure 2* to register with the system and be issued a smart card.
- The Aadhaar verification for the customers should be mandatorily done using the mobile application or biometric (fingerprint enabled) at the specified registration centres for smart

card creation. The payment for the smart card should also be enabled with biometric methods using fingerprint based Aadhaar enabled payments

- The users getting registered via the online mobile application will have the facility to pay the security deposit along with the fare through the application itself.

2.8. Fare Collection System

- The fare collection system should be available both on the Mobile application and the stations specified by JSCL.
- At the specified stations the users should be able to pay the security deposit, subscription and top up their smart cards via digital payment and fingerprint enabled systems only.
- The details of the payments are to be captured in the system and reflected in the mobile applications
- The mobile application based users should be able to make payments for security deposit, subscriptions and top up their account balances via the digital payment methods in-app.
- The fare structure, Membership fees and usage charges as determined by JSCL have been detailed in this RFP. No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.
- However if there are any changes suggested in Fee Structure by the Service Provider same can revised with the written approval by JSCL.

2.9. User Information System

- The Service Provider needs to create a mobile application for PBS which will help users with both static and real-time data
- The application should display all the current booked/ unutilized bikes at all the stations across the city. The user should be prompted to the nearest available bike (battery operated and non-motorized) as per the users current location and booking availability on a real-time basis
- The application should have the integrated map to navigate the user to their nearest available station.
- The application should be integrated with payment systems via payment gateways, J-card and other popular mobile wallets
- The user should be able to track the usage and get timely alerts before his ride is about to end and the location for the nearest available docking station
- The user should be able to see all the previous, current and upcoming rides in the application
- The application should have a feature to contact for support in case for any issue(s) redressal.
- The application should have the option for scanning QR codes to enable unlocking and locking of the docks
- The application should enable and allow inclusion in terms of digital accessibility.
- The application should be integrated with the Jabalpur 311 application for ease of access to users
- The application should be able to integrate to the city Integrated Command & Control Center for real time monitoring
- The usage information of the application and the data as such should be transmitted on a real time basis to the control center.

2.10. Advertisement Space

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

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but JSCL will have the final right of approval on the same. The revenue collected from the advertising will be shared with JSCL as per the agreed upon revenue share percentage.

2.11. Marketing and User Education

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

2.12. Human Resource Plan

The Service provider will

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

2.13. Data Reporting

During the Operation Period:

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

2.14. Maintenance

- The Service provider needs to ensure that the cycles and all other assets of the system are maintained on a regular basis.
- The Service provider is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the cycles of the system.
- The Maintenance checks are not to be conducted during hours of operation of the system.
- Cycles which require more than on-station maintenance should be taken to the Depot for repairs and be replaced with cycles from the stand by fleet to ensure that the maintenance does not affect the regular operations of the system.

- Information of the problems addressed at each station with regard to cycles and other infrastructure needs to be properly recorded and entered into the central data base.
- The exact maintenance schedule will be finalized by JSCL after consultation with the service provider.

2.15. Legal

- The Service Provider shall bear all applicable taxes on purchase of equipment, bear all the risk incurred on account of vandalism of the system- cycles, docks, terminals and other components within the station premises & vandalism and loss of cycle which has been rented out.
- The Service Provider shall bear all applicable insurance, including cycle insurance and insurance other components of the system and passenger insurance as required under:
 - Any Financing Agreements of Laws of India.
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

3. Minimum Technical Specifications

3.1. Cycle (Non-Motorized)

S. No.	Cycle- Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the cycle from regular cycles in the market through design and specially designed parts and sizes to discourage theft and resale
3	Adjustable Seat, without the use of any external tools
4	Sturdy, light weight Frame. Light weight body of aluminium alloy (preferable) with a curb weight range 15 to 25 kg
5	Integrated Lock(QR code and RFID based) + Kick Stand
6	Front mounted Basket with a carrying capacity of minimum 10kg
7	Advertisement Space on basket and the sides of the bicycle. Including space for branding of the PBS scheme
8	Simple reliable braking system- front and rear drum brakes with internal wires Disk, cantilevers and V break avoided.
9	Simple gear system with a minimum of 3 speed gear
10	Rust and Graffiti Resistant frame and parts
11	Front and Rear mud guards with fenders. The mud guards and may have space for advertisement
12	Enclosed mechanisms
13	A hub dynamo based front and rear LED lights
14	Bell (Mechanical or electronic)
15	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, pedals, and both ends of the cycle.
16	In-built GPS, GSM & WPAN modules for on and offline communication with smart boxes and central server with anti-theft alarm.

3.2. Cycle (Battery Operated)

S. No.	Cycle- Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the cycle from regular cycles in the market through design and specially designed parts and sizes to discourage theft and resale
3	Dual operational modes: battery powered and manual pedalling
4	Maximum speed limit for Bicycle of 25 kmph
5	Must have certification of ARAI - confirming no requirement of license/ number plate.
6	BATTERY: Min. 6AH Li-Ion; 25km range; full charge in max 2.5 hours; 600 charge cycles
7	A battery charge indicator should be integrated onto the bicycle
4	Sturdy, light weight Frame. Light weight body of aluminium alloy (preferable) with a curb weight range 15 to 25 kg
5	Integrated Lock(QR code and RFID based) + Kick Stand
6	Front mounted Basket with a carrying capacity of minimum 10kg
7	Advertisement Space on basket and the sides of the bicycle. Including space for branding of the PBS scheme
8	Simple reliable braking system- front and rear drum brakes with internal wires Disk, cantilevers and V break avoided.
10	Rust and Graffiti Resistant frame and parts
11	Front and Rear mud guards with fenders. The mud guards and may have space for advertisement
12	Enclosed mechanisms
13	Battery operated front and rear LED lights not affecting the minimum driving range of bike as stated above
14	Bell (Mechanical or electronic)
15	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, pedals, and both ends of the cycle.
16	In-built GPS, GSM & WPAN modules for on and offline communication with smart boxes and central server with anti-theft alarm.

3.3. Station

S. No.	Stations- Minimum Specifications
1	The station should be fully automated to enable users to conveniently check bikes in and out
2	Modular design- easy to construct and dismantle. Station should be easily relocatable to another site
3	Space provided for each bike (battery operated & non-motorized) to be approximately 2 meters in length and 0.7 to 1.25 meters in width based on actual dimension of the bike and space feasibility
4	Installation of CCTV cameras and presence of attendants can be incorporated to the stations to ensure security by the Service provider
5	Covered Station- Cycles and space for station attendants should be covered to ensure protection from the heat and rain

6	Accommodates gaps caused by on-street obstructions such as manhole covers
7	Space/ kiosk for display of system information, booking details and information to enable timely redistribution. station attendants to register users and undertake cash or card transactions (at designated stations as per approval from JSCL) and store devices, fresh smart cards and assist users with the process
8	One panel of 6ft*6ft for Advertisements at each station. This can be Digital/ Print media.
9	One panel 3ft*3ft displaying the branding for the PBS system
10	Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels
11	Modular stations that can be installed without excavation and trenching. Station should not impede pedestrian or vehicular traffic

3.4. Docks

S. No.	Docks- Minimum Specification
1	Separate dock for each individual cycle
2	Locking Mechanism for the bike will be QR/ RFID based. User should be able to unlock the bike by using QR code/ RFID card issued with app based and card registration. Once the bike is placed in the dock, it will auto lock and calculate time and fare. Lock is integrated with the check-in and check-out device.
3	Capacity- number of docks to be 1.5 times the number of authorised bikes at each station, to ensure availability of parking space as explained in section 2.3 of this RFP
4	System cycles will be docked at all times at the stations with enough space to prevent contact between 2 bicycles while operations
5	Rust and Graffiti free material to be used
6	Guaranteed life of at least 5 years for each dock

3.5. Smart terminals: Devices for Check in and check out/ card verification

S. No.	Smart terminals - Minimum Specification
1	Two way Interactive terminals where users can get information about the system and check in and check-out bikes. Integrated with the system application and RFID cards
2	GPRS enabled. Able to communicate real time information to the Central control Room and each dock.
3	Reads Smart cards and indicates validity of the card and availability of minimum balance within 5 seconds
4	Effectively communicate with each dock and obtain bike unlocking-locking details and Transmit information about user ID and time of check in and check out to the Central Control System (Integrated to the city ICC)C
5	The terminal should be able to communicate and number of bikes available at any given point at the station.
6	Guaranteed life of at least 5 years for each dock

3.6. Central Control System

S. No	Central Control System- Minimum Specifications
1	Connected to all the registration centres and station check in and check out equipment at the stations
2	Able to compile information and generate reports at a station level and system level
3	Able to show the real time availability of cycles and docks at each station of the system through wireless communication
4	Should have the ability to compute the real-time dock availability information and make effective bike redistribution plan
5	To be integrated with Integrated command and control center of Jabalpur. Able to provide real time information of the system to ICC, Jabalpur
6	Able to receive and save all records on a searchable database
7	Guarantees data security as per Indian law and international best practices
8	JSCL shall have access to all data collected and transmitted by the system. All data such generated will be the property of JSCL
9	Central System should be upgraded and maintained on a real-time basis
11	The Contractor will provide reports to JSCL in accordance with an agreed upon schedule or on request.
12	Computer terminals and communications equipment allowing Service Provider staff to monitor system status
13	Call centre clause: The service provider shall provide a call centre number for queries and feedback for the system.
14	Real time user information through various platforms including Web, Mobile Phones and onsite terminal. The Control system should be able to monitor the real-time occupancy rates via wireless communication like GPRS

3.7. Redistribution Vehicles

S. No.	Redistribution Vehicles- Minimum Specifications
1	Designed to ensure transport of cycles (battery operated & non-motorized) with minimal damage.
2	Advertisement space on the redistribution panel is allowed. The vehicle should carry the PBS brand name
3	Should follows the same brand guidelines for the entire system. Should look like a part of the rest of the system

3.8. Depot/ Workshop space (To be provided by JSCL- subject to availability)

S. No.	Depot/ Workshop space- Subject to availability
1	Space to store extra/ back up cycles for the system
2	Space to store backup check in/ check-out devices and other equipment
3	Space to undertake repair of Bikes of the system
4	Space to store the required tools for repairs and maintenance

3.9. Digital User Registration System

S. No.	Digital User Registration System- Minimum Specifications
1	Enable the collection of ID proofs and other required documents to register a user

	to the system both on online and offline
2	Enabled with the required equipment and/or technology to issue new user IDs to each new registration- online
3	Enabled to issue personalised RFID based smart cards with user id and information with ID proofs linked to the card - online and offline
4	The system should be enabled with payment gateway and digital wallets to enable collection and return of security deposits
5	Enabled to handle electronic (including card) and cash transactions (At JSCL designated/ approved stations) for subscription fees and top up of smart cards.
6	Enabled to link the transactions to the relevant user ID

3.10. User Information System

S. No	Smart Phone App- Minimum qualification
1	Smart Phone application should be available supporting at the least, the latest versions (At the time of signing of contract) Android and IOS operating system
2	Should be able to provide information about the system- static and real time for the ease of the user
3	The application should display all the current booked/ unutilized bikes at all the stations across the city. The user should be prompted to the nearest available bike (battery operated and non-motorized) as per the users current location and booking availability on a real-time basis
4	The application should have the integrated map to navigate the user to their nearest available station
5	The application should have all the user specific features as mentioned in section 2.9 of this RFP.

4. Project Timelines and Key Dates

4.1. Project Delivery Timelines

S.No.	Milestone / Deliverable	Timelines (from date of Signing the agreement (T))
1	Project Inception Report and Implementation Plan	T + 2 weeks
2	Partial Installation: Completion for setup of 100 Bicycles (Batter operated 20% + non-motorized 80%) across 10 Stations	T + 16 Weeks
2	Phase 1: On ground Testing for all 500 cycles across all 50 Stations	T + 20 weeks
3	Phase 2: User Generation Campaign	T + 22 Weeks
4	UAT of working system: User acceptance testing for all	T + 23 Weeks

	the components mentioned in the Scope of work	
5	Phase 3: Formal Launch of the system	T + 24 Weeks
Managing regular operations as per the agreed and approved implementation plan with JSCL – After Go Live		
Submission of revenue share due to JSCL from the services delivered through the Public Bike Sharing for Jabalpur City on a Monthly basis as agreed upon – After Go Live		

*T is the date of signing of contract between Service Provider and JSCL

4.2. Key Events & Dates

S.no	Name of the Authority	Jabalpur Smart City Limited
2	Name of the Assignment	Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur
3	RFP Number	As Per NIT
4	Date and time of Pre-Bid Meeting	As Per NIT Office of Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136805
5	Last date and time for receiving queries/clarifications	As Per NIT
6	Last date and time for online submission of Proposal (Proposal Due Date)	The proposal is to be submitted online on www.mpeproc.gov.in As Per NIT. Financial Proposal to be submitted online only
7	Last date for Physical Submission of Technical & Proposal	As Per NIT
8	Date and time of opening of Pre-qualification and technical proposals on e-procurement platform	As Per NIT
9	Technical Presentation	As Per NIT
10	Date and time of opening of financial proposal	As Per NIT

11	Bid Processing Fee (Non-refundable)	INR 15,000 The above mentioned bid processing fee will be submitted online on www.mpeproc.gov.in (e-procurement portal of Government of Madhya Pradesh) during purchase of tender.
12	Bid Security / EMD (Refundable)	INR 3,00,000 (Three Lakh Rupees Only) In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India or a Demand Draft drawn in favour of Jabalpur Smart City Ltd , payable at Jabalpur. Bid Security / EMD should be valid for a period of 180 (One Eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.
13	Performance Bank Guarantee (PBG)	Rs. 40,00,000 (Forty Lakh Rupees only) from the successful Bidder in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Jabalpur Smart City Limited , payable at Jabalpur.
14	For any enquiries and clarifications, please contact	Office of The Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136805
15	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the Proposal Due Date

Important Note: Proposals/Bids submitted without bid processing fee/bid security shall summarily be rejected.

5. Bidding

5.1. Procedure for Bid Submission

The Bidder shall submit their response through Bid submission process on e-Procurement platform at www.mpeproc.gov.in by following the procedure given below:

The bidder would be required to register on the e-procurement platform www.mpeproc.gov.in and submit their bids online. Along with online submission hard copies of bids will have to be submitted RFP Inviting Authority.

The bidders shall submit their Pre-Qualification Bid, Technical bid and Price bid online in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification, Technical bids and other certificates/documents with clear readability, in the e-Procurement web site. The bidder should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity. The physical submission for Pre-

Qualification and Technical bid are to be submitted to the below address:

Executive Director
Jabalpur Smart City Limited
Manas Bhavan, Jabalpur
E-mail – ictpmu@jscljabalpur.org, ceojiscl@mpurban.gov.in
Website: www.jscljabalpur.org
Phone: +917611136805

Registration with e-Procurement platform

For registration and online bid submission bidders may contact HELP DESK on www.mpeproc.gov.in

Digital Certificate authentication:

The bidder shall authenticate the bid with the agency's Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

Hard copies:

i) All the bidders shall make the online payment against the bid processing fee on www.mpeproc.gov.in. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.

ii) JSCL shall carry out the technical evaluation based on the uploaded certificates/documents, DD/BG towards EMD in the e-Procurement system, technical presentation and open the price bids of the responsive and technically qualified bidders only.

iii) The successful bidder shall invariably furnish the original DD/BG towards EMD; Certificates/Documents of the uploaded scanned copies to the RFP Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. JSCL will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time.

On receipt of documents, JSCL shall ensure to verify the validity of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

RFP Document:

The bidder is requested to download the RFP document from website of Jabalpur Smart City Limited (www.jscljabalpur.org) or www.mpeproc.gov.in and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the RFP Inviting Authority from time-to-time in the e-Procurement platform. JSCL shall not be responsible for any claims/issues arising out of this.

b) Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the RFP Inviting Authority for processing the bids. JSCL will not responsible for incomplete bid submission by users.

1. The bidders may contact the Office of Jabalpur Smart City Limited, Jabalpur for any further information / clarifications on e-procurement.
2. The bidders need to register on the electronic procurement market place of Government of Madhya Pradesh i.e., www.mpeproc.gov.in. On registration in the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
3. While registering on the e-procurement market place, the bidders need to scan and upload the required documents as per the RFP requirements on to their profile. The e-procurement market place provides an online self-service registration facility to all such Contractors who are already registered with respective participating departments for supply of specified goods and services.
4. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents and DD/BG towards EMD prior to entering into agreement.
5. The bidders shall furnish a declaration stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

5.2. Bid Data Sheet

Cost of Tender Document	As per NIT
Earnest Money Deposit	
Tender Release Date	
Last date of pre-bid queries	
Pre-bid meeting Date and Time	
Last date of buying tender	
Bid submission online date	
Bid submission hardcopy date	
Opening of technical bids	
Technical Presentation	
Opening of financial bids	

5.3. Cost of Bid Document

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by JSCL to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit JSCL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

5.4. Pre-bid Meeting

JSCL may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of JSCL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be uploaded by way of hosting amendments/clarifications on the website i.e. (www.jscljabalpur.org) in accordance with the respective clauses of the RFP.

5.5. Amendment of Bid Documents

At any time before the scheduled submission of bid, JSCL may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment.

The amendment/response to clarification(s), if any, will be sent in writing to all prospective Bidders or upload on the JSCL website which will be binding on them. JSCL may, at its discretion, extend the date for submission and/or opening of the bid. In order to allow prospective bidder, JSCL may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

5.6. Rights to Terminate the Process

- a) JSCL may terminate the bid process at any time and without assigning any reason. JSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This bid document does not constitute an offer by JSCL. The Bidder's participation in this process may result in JSCL selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by JSCL to execute a contract or to continue negotiations. JSCL may terminate negotiations at any time without assigning any reason.

5.7. Submission of Bids

- a) Complete bidding process will be online (e-Bidding) in a two packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on www.mpeproc.gov.in.
- b) Bidding documents can be seen, downloaded and submitted in electronic format on the JSCL website. The deadline for submission of bid is specified in this document.
- c) Bid shall be treated as invalid if EMD/BG is not paid along with the bid. Bid shall be treated as invalid if scanned copies are not submitted online along with the bid.
- d) Bidder should submit information and scanned copies in PDF format in Pre-Qualification folder (Packet 'A') as mentioned in the Bid Document.
- e) Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.
- f) An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign the original Technical bid and Commercial bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
- g) On opening the Pre-Qualification folder, if it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet 'A') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 3 days from the intimation by JSCL (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive.
- h) On opening the Technical Qualification folder, if it is found that the Bidder has not submitted required documents as per Technical Qualification folder (Packet 'B') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 7 days from the intimation by JSCL (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive
- i) JSCL reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by JSCL then the documents submitted cannot be deemed as accepted.

5.8. Site Visit

The Bidder may visit and examine sites at a time to be agreed with JSCL, and obtain all information on own responsibility that may be necessary for preparing the Bid Document. The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

5.9. Language of Bid

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified

translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of JSCL.

5.10. Bid Submission Format

The entire bid shall strictly be as per the format specified in this RFP.

5.11. Documents Comprising of Bids

- a) Following table is provided as the guideline for submitting various important documents along with the bid.
- b) Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

S.No	Documents Type	Document Format
Envelope (Folder) A. Hard copy to JSCL as well as Soft copy upload on www.mpeproc.gov.in.		
1.	Earnest Money Deposit (EMD)	INR 3,00,000 (Three Lakh Rupees Only) In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India or a Demand Draft drawn in favour of Jabalpur Smart City Ltd , payable at Jabalpur. Bid Security / EMD should be valid for a period of 180 (One Eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.
2.	Pre-Qualification Criteria documents	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope (Folder) B. Hard copy to JSCL as well as Soft copy upload on www.mpeproc.gov.in		
1.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed.
Financial Bid to be submitted on e-tender only on www.mpeproc.gov.in		
1.	Financial Bid	The Financial bid will be submitted online as per the format given in this RFP

5.12. Implementation Partner Participation Criteria

- a) Bidder will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Bidder in concern would be bidding for this project. The template for this form can be found in this RFP.
- b) Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
- c) If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Executive Director, Jabalpur Smart City Limited for further penal action including blacklisting.
- d) If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- e) If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

5.13. Rights to Accept/Reject any or all Bids

JSCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for JSCL's action.

5.14. Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

- a) A Bidder wishing to withdraw its bid shall notify to JSCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- b) The notice of withdrawal shall be addressed to JSCL at the address named in the Bid Data Sheet, and bear the Contract name, the "Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur" and < Bid No.>, and the words "Bid Withdrawal

Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

- c) No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

5.15. Notifications of awards and Signing of Contract

- a) Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted.
- b) At the time JSCL notifies the successful Bidder that its bid has been accepted, JSCL will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to JSCL. Draft Format of the contract has been included in the bid document.

5.16. Performance Bank Guarantee

- a) The successful Bidder at its own expense shall deposit with JSCL, within 21 (twenty one) days after the receipt of notification of award of the Contract (Letter of Award) from JSCL, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled Commercial Bank acceptable to JSCL, in the format prescribed in this RFP (in Annexure 4), payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b) This Performance Bank Guarantee shall be for an amount of Rs. 40, 000, 00 (Forty Lakh Only). All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project subject to the terms and conditions in the RFP

Release of Performance Bank Guarantee

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

- a) After successful implementation of this project;
- b) Successful managing, operation and maintenance of all the services under this agreement;
- c) Payment of all the penalties throughout implementation, operation and maintenance period;
- d) Payment of all concession fees as per agreement along with penalties, if any;
- e) At the end of the concession period, Performance Bank Guarantee of Concessionaire will be released after successful handing over all the PBS assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Concessionaire has to get rectified/replaced the same at his own cost within 15 days otherwise JSCL will get it rectified at the risk and cost of the Concessionaire.

- f) On production of clearance for all applicable dues, if any.

5.17. Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

5.18. Legal and Stationery Charges

The successful bidder will have to bear the legal & stationery charges at rates for preparing contract documents as per prevailing circular.

- a) The stamp duty payable for the contract shall be borne by the Bidder.
- b) The successful Bidder shall enter into a contract agreement with JSCL within 30 days from the date of issue of Letter of Award (LOA) and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.
- c) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Jabalpur City be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of within 15 days from intimation thereof.
- d) All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

5.19. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

5.20. Bid Validity Period

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal.

5.21. Rectification of Errors

- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b) Arithmetic errors in proposals will be corrected as per unit rates quoted

5.22. Opening and Comparison of Price Bids and Award Criteria

Technical Evaluation and Financial Evaluation as mentioned in this RFP

5.23. Bidder Qualification

- a) The Bidder may be either the Principal Officer or duly Authorized Representative, in either cases shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b) The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.

6. Evaluation Process

- a) The evaluation process of the bid proposed to be adopted by JSCL is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that JSCL may adopt.
- b) As first step Pre-Qualification check will be done, after which Technical evaluation will be performed. Bidders scoring at least 70% marks in technical evaluation will be considered for financial evaluation.
- c) JSCL shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the Technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. JSCL may waive any informality or non-conformity in a bid which does not constitute a material deviation according to JSCL.
- d) There should be no mention of bid prices in any part of the bid other than the Commercial/ Financial Bid.

6.1. Pre-Qualification Criteria

The bidder must adhere to the following Pre-Qualification criteria in order to be qualified for the Technical evaluation stage of the bid evaluation process.

S.No	Qualification Criteria	Documentary Evidence
1.	The bidder and each member of the consortium should be a company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or proprietary firm or a Limited Liability Partnership registered under LLP Act 2008.	Copy of Certificate of Registration/Incorporation

2.	The Bidder (Lead bidder in case of consortium) should have an average annual turnover of at least INR 2 Cr over the last three financial years (FY 2014 – 15, 2015 – 16, 2016-17).	Relevant extract from the audited Balance Sheet and Profit & Loss Statement of the company For FY 2016-17, in case final balance sheets are not available, CA certificate for provisional figures shall be allowed.
3.	The Bidder (any of the consortium members, in case of consortium) should have experience in implementing at least 2 Projects related to implementation of Bicycle sharing or planning and operation of other public transport services in the past 5 years	Copy of Work Order and Client certificate signed by a competent authority clearly stating the scope, current status and the contact details of the reference person.
4.	The Bidder (including all the consortium members, in case of consortium) should have valid documentary proof of Sales Tax/VAT registration number/GSTN etc. as applicable	Copy of registration certificates of lead bidder and consortium members.
5.	The Bidder (including all the consortium members, in case of consortium) should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document.
6.	The Bidder (including all the consortium members, in case of consortium) should have experience of managing not less than 50 field staff members in IT based cycle/transport/ parking management systems over the previous 2 years through and explicit contract/ Authorisation	Copy of Contract / Work Order / Completion Certificate, etc. Letter of confirmation from company HR

Notes:

- In case of consortium, the same should not consist of more than 3 members. (one lead bidder and two consortium members)
- The consortia shall submit a valid Agreement on Stamp Paper among the members signed by the Authorized Signatories of the companies under consortium dated prior to the submission of the bid. The Agreement shall clearly specify the details of Prime bidder, stake of each member and outline the roles and responsibilities of each member. The agreement between the Prime Bidder and each consortium partner should be for the entire period of the Project and submitted along with the Bid. The Agreement of the consortium members should be submitted for their exclusive association for this bid and joint responsibility for the respective scope.
- In the Consortium, all the members shall be jointly and severally liable to complete the project; however Prime Bidder shall give an undertaking for successful completion of the project. In case of any issues, Prime Bidder will be primarily liable for all penalties.
- JSCL shall sign the contract with the Lead Bidder only, however, names of all the consortium members shall be included in the contract. All payments shall be made to the Lead Bidder only.

6.2. Technical Evaluation

Proposals of only those Bidders who satisfy the Conditions of Eligibility will only be considered for detailed technical evaluation. The credentials of all the members in case of a consortium/JV shall be considered for technical evaluation. In the first stage, the technical capability of the

applicant will be evaluated and short listed for consideration of their presentation.

The scoring criteria to be used for evaluation shall be as follows:

1. The aforesaid applicants, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Applicants, scoring 70% marks and above only will be qualified for further evaluation and the Applicants ranked as aforesaid, shall be short-listed for presentation of their understanding of services, credentials and strategy to handle all the tasks as stated in the Scope of Work given in the RFP. At this stage, the selection committee appointed by JSCL will evaluate the bids.

S. No.	Scoring Parameter	Marking Scheme	Max. Marks	Documents required
1.	The Applicant shall have successfully completed/in process of implementation of at least two relevant project in the last 5 years either on EPC or PPP basis in Government or Private sector	2 Project in last 5 years – 15 Marks	25 Marks	The technical capacity shall be evidenced through a copy of contract agreement / Letter of Award, along with client’s completion certificate clearly indicating the Requirements sought under this RFP In case of ongoing projects, the project should have been awarded before 31 st December 2017
		5 marks each for additional projects in last 5 years		
2.	Experience of Bidder(including all the consortium members, in case of consortium) managing field staff members in IT based cycle/	50 to 75 on field Staff members – 10 Marks	20 Marks	Copy of Contract / Work Order / Completion Certificate, etc. & Letter of confirmation from company HR
		75 to 100 on field Staff members – 15 Marks		

	transport/ parking management systems over the previous 2 years via authorization or on company payroll	More than 100 Staff members – 20 Marks		
3.	The Bidder (Lead bidder in case of consortium) should have an average annual turnover of at least INR 2 Cr over the last three financial years (FY 2014 – 15, 2015 – 16, 2016-17).	Average Annual turnover between 2Cr and 5Cr – 5 marks	15 Marks	Relevant extract from the audited Balance Sheet and Profit & Loss Statement of the company For FY 2016-17, in case final balance sheets are not available, CA certificate for provisional figures shall be allowed
Average Annual turnover between 5Cr and 10 Cr – 10 marks				
Average Annual turnover above 10Cr – 15 marks				
4.	Presentation and Demonstration in respect of understanding of services, credentials and strategy to handle all the tasks as stated in the RFP.	Only presentation as per requirements given in RFP	20 Marks	40 marks
Demonstration of the system and devices as a POC		20 Marks		
Total			100 Marks	
Cut off Points for Qualifying			70 Marks	

The bidders scoring at least 70% in the Technical evaluation would be considered for the next

round of financial evaluation. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for evaluating their financial bids. Consequent on evaluation, if less than two Bidders qualify the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

6.3. Financial Evaluation

6.3.1 Stage 1: Viability Gap Funding (VGF) Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The Financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JSCL's discretion.
- c. Commercial bid contains forms such as “Financial Bid Cover Letter”, “Concession Fees”, “Viability Gap Funding” and “Project Execution Cost”.
- d. Viability Gap Funding will be given only for the duration of 6 Month during the implementation phase from the date of signing of the contract on a quarterly basis.
- e. For this evaluation “Concession Fees” and “Viability Gap Funding” will be considered.
- f. “Project Execution Cost” form will only be considered for arriving at overall project value.
- g. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Total Cost of Bid given by each of the Bidders in the Commercial Bid as follows:

Normalized VGF Score of a Bidder = {Lowest VGF/ Bidders VGF} X 100 (adjusted to 2 decimals)

Example:

Bidders	Viability Gap Funding (VGF) (INR Lakhs per annum)	Calculation	Normalized VGF Score
Bidder-1	120	$(120/120)*100$	100
Bidder-2	130	$(120/130)*100$	92.30

Bidder-3	140	$(120/140)*100$	85.71
Bidder-4	150	$(120/150)*100$	80.00
Bidder-5	160	$(120/160)*100$	75.00

6.3.2. Stage 2: Revenue Share Percentage Evaluation

Normalized Revenue Percentage Score of a Bidder = {Bidder Revenue Share Percentage/ Highest Revenue Share Percentage} X 100 (adjusted to 2 decimals)

Example:

Bidders	Revenue Share Percentage	Calculation	Normalized Revenue Percentage Score
Bidder-1	10	$(10/20)*100$	50.00
Bidder-2	15	$(15/20)*100$	75.00
Bidder-3	12	$(12/20)*100$	60.00
Bidder-4	18	$(18/20)*100$	90.00
Bidder-5	20	$(20/20)*100$	100.00

1. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between words and figures, the amount in words will prevail.”
 - b. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

6.3.3. Stage 3: Final Financial Score Calculation

1. The final score will be calculated through Quality and Cost selection method based with the following weightage:
 - Normalized Revenue share Percentage Score: 70%
 - Normalized VGF Score: 30%

Final Score = (0.70* Normalized Revenue % Score) + (0.30* Normalized VGF Score)

Example:

Bidders	Normalized Revenue Percentage Score	Normalized VGF Score	Final Score (70:30)
Bidder-1	50.00	100	65
Bidder-2	75.00	92.30	80.19
Bidder-3	60.00	85.71	67.71
Bidder-4	90.00	80.00	87
Bidder-5	100.00	75.00	92.5

2. The bidder with the highest Final score shall be treated as the Successful bidder.
In the above example, Bidder-5 will be treated as successful bidder.

3. In the event the Final scores are ‘tied’, the bidders with higher Revenue Share Percentage score will be selected. In the event of ‘tied’ Revenue Percentage Score, bidder with highest technical score will be selected. In case, technical score is ‘tied’, negotiations will be done.

7. Implementation

7.1. Contract Period

This Tender is being granted for the installation and operation of the Cycle Sharing System at Jabalpur for a Contract Period of 5 years (excluding the 6 months’ time required for implementation). The contract period can be extendable for further two years. The decision for same will be taken by JSCL by assessing the service level benchmarks achieved by the service provider in preceding years.

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

7.2. On Ground Testing

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

- Staff required for operations and maintenance of the stations which are being tested.
- At least 10 Stations (with at least 40 Non-motorised Cycles, 10 battery operated Cycles and 125 docks), the Control Centre, and a Depot for the purpose of training and testing of operations.

JSCL and the 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 JSCL and authorized by JSCL for the purpose of training and testing shall be paid on actual basis at the Applicable Service Charge for the Period.

7.3. List of Indicative Deliverables

The selected Service Provider should submit an indicative timeline to JSCL for the deliverables of the system. The timelines should be such that the Service provider is able to start the operations of the system within 6 months of signing the contract.

8. Service Level Agreements

Viability Gap Funding (VGF)

The viability Gap Funding (As quoted by the Service provider and agreed upon by JSCL) for the system will be paid by JSCL quarterly from the date of signing of contract till the actual start of Operations of by the Service provider. This payment will be subject to the Service provider’s adherence to the deliverables as per the agreed timelines agreed upon. The Viability Gap Funding for the system is determined as the amount that the service provider bids in the bidding process as his VGF. The VGF to the Service provider will be paid in quarterly installments by JSCL for 6 months during the implementation period. This is based on the timelines as mentioned in this RFP. The VGF will be paid by JSCL to the Service Provider for a maximum of 500 bikes including battery operated and non-motorized bikes.

In case, the Service Provider launches the PBS system, complete in all respects as given in this RFP, before six months from date of signing of the contract. JSCL will start charging the agreed revenue share only after expiry of six months from the date of signing of the contract as an incentive for early commercial operation date of the project;

JSCL will charge Rs.30,000/- (Rupees Thirty Thousand) per week for delay in Commercial Operation Date beyond six months from the date of signing of the agreement, up to a maximum delay of 10 weeks, after which JSCL may choose to terminate the contract or charge a penalty of Rs.50,000/- (Rupees Fifty Thousand) per week thereon.

The Service level benchmarks and the corresponding Penalties from JSCL to concessionaire is given below:

Category	S. no	Performance Indicator	Definition	Time	Acceptable Service Level	Penalty for Service Level violation
Cycle Distr	1	Stations - empty during peak hours	Percent of the time that high- priority stations are empty during peak hours	7:00am to 10:00 am & 4:00 pm to 7:00 pm	Should be less than 5% of the total time of operation	Rs 1000/ per station per instance

				everyday One time slot to be counted as one unit.		
	2	Stations-empty during non-peak hours	Percent of the time that high- priority stations are empty during peak hours	Operating Hours excluding peak hours mentioned at Sl. No. 1 above	Should be less than 10% of the total time of operation	Rs 600/ per station per instance
	3	Bike Availability	Average Bike fleet available per day	During any point of time through the working hours from 6:00am till 8:00 pm	Should always be 95% or more of the total authorized fleet size	Rs 100/ per unavailable bike per instance
Availability	4	Service Availability	Number of hours when the system is operational	Operating hours of the system from 6:00am to 8:00pm	Should always be 95% or more of the agreed hours of operations (unless any permission has been granted by JSCL)	Rs 1000/ per station per instance
	5	Operational Availability of the Smart Mobile App	% of total time in a month for which smartphone app is not functioning as per the requirements	Monthly duration	The smartphone app should be available for at least 98% of the time during the entire month	If the upkeep is 97.9-97% penalty of Rs.30,000/- per month If the upkeep is 96.9-96% penalty of Rs 50,000/- per month If the upkeep is 96.9-95% penalty of Rs. 70,000/- per month Upkeep less than 95% is

						not acceptable and will result in termination.
Maintenance	6	Maintenance Schedule	Schedule to ensure to Keep all the bike in 95% running/operational condition at all times	Entire period of operations	Keep all the bikes in running condition 95% of the time during the entire duration of operations	Rs 100/- per bike per instance
Encroachment	7	Encroachment or Alternate purpose usage of stations, bikes and Docks	Encroachment or usage of the assets of the system for any purpose other than PBS	Any time in between 6:00 am to 8:00pm	All The project assets and station locations should be free from encroachment and should not be used for any purpose other than PBS	Penalty of Rs.20,000/- per instance per station

9. Exit Management

9.1. Transfer of Assets

- a) The Service Provider shall within fifteen (15) days of the expiry of the contract or termination of the contract Agreement, whichever is earlier, hand over all the assets and services belonging to the JSCL, in proper working condition to the JSCL.
- b) In case of any deficiency noticed at the time of such handing over, the Service Provider has to get it rectified at his own cost within 45 days of such handing over otherwise JSCL will get it rectified at the risk and cost of the Service Provider.
- c) Performance Bank Guarantee of the Concessionaire will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to JSCL, and after adjustments of any amount due and recoverable from the Service Provider under this RFP by JSCL, if any.
- d) The outgoing Service Provider will pass on to JSCL, the subsisting rights in any licensed products on terms not less favorable to JSCL, than that enjoyed by the outgoing Service provider.

9.2. Cooperation and Provision of Information

During the Exit Management Period:

- a) the Service provider will allow the JSCL access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the JSCL to assess the existing services being delivered;
- b) Promptly on reasonable request by the JSCL, the Service Provider shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this project relating to any material aspect of the services. The JSCL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit the JSCL or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the JSCL to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer.

10. Summary of Responsibilities

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

10.1. JSCL

- Finalisation of Station locations and sizes.
- Review of Concessionaire plans for station.
- Provision of Land for Stations as per availability of space.
- Provision of space required for the Central Control system as per availability of space.
- Facilitating the Service Provider to obtain the clearance and approval from all the required authorities for installation and operation of the system.
- Approval of System branding and naming/ advertisements on the system.
- Review of Concessionaire plans operation and maintenance including plan for redistribution of Bikes.
- Review of quarterly operations report and Farebox revenue.
- Provision of rights to the Service Provider to conduct cycling events in Jabalpur.

10.2. Concessionaire

- Procurement/ Manufacture of Hardware: Bikes + Stations (Terminals + Docks/ locking posts + Device for card verification), etc.
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations, etc.
- Planning of Stations: Location of stations and Station siting Plan
- Installation of stations
- Procurement/ manufacture of Dedicated Vehicles for redistribution and Daily redistribution of Bikes
- Regular Maintenance of Stations and Bikes
- Establishment and Operation of Depots & Workshop for repair of Bikes and other system parts and storage of spare parts and backup Bikes
- Registration of Users at notified registration centers
- Collection of farebox revenue
- Selling advertisement space on the system/ sponsorship rights to the system

- Co-organising cycling event(s) in JSCL area along with JSCL to promote cycling
- Provision of SmartPhone App for the system
- Marketing & User Information- Before Launch and during operations
- Planning and hiring adequate staff with the right capabilities
- Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- Legal – Insurance of Bikes, Stations and Public Liability Insurance Policy (all risk of vandalism on Service Provider)

11. General Conditions of Contract

11.1. Standard of Performance

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

11.2. Use of Provider Agreement & Information

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

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

11.3. 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 JSCL 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.

11.4. Representations and Warranties

Service Provider shall represent and warrant that the hardware, software, and the services implemented under the Cycle Sharing System shall be:

- In accordance with the standards laid out in the RFP by JSCL for the Bike Sharing System;
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in this RFP;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- Be free from defects in design, material and workmanship, whether latent or otherwise,

Service Provider shall warrant that any service that is provided by the Service Provider shall be performed in a competent manner and be for any purpose for which Service Provider knows or has reason to know JSCL intends to use such service.

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

11.5. 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 JSCL's prior written consent.

11.6. Delay in providing the Cycle Sharing System

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

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

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify JSCL 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, JSCL 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.

11.7. Quality check & acceptance of equipment

Service Provider shall finalise a Quality Checks and Acceptance Test Plan of offered systems to JSCL and after finalisation, the same shall form part of the Service Provider Agreement. The cycles offered by the Service Provider for the Jabalpur bike 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 to JSCL or its authorized agency and the approval of the Test plan.

11.8. Liquidated Damages

In the event of delay in supply of the Cycle Sharing System by the Service Provider beyond the Commencement Date (including the grace period) and up to the end of the additional period (10 weeks) provided by JSCL as penalty period, Service Provider shall pay to JSCL liquidated damages at 1% of the performance guarantee per day of delay in making the service operational, for the first 10 weeks.

In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within these 10 weeks of Commencement Date, JSCL reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by JSCL on the Performance Guarantee.

11.9. 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 JSCL and its staff and authorized representatives from time to time.

JSCL 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. JSCL 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 JSCL in such inspections.

JSCL 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, GST, 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. JSCL 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 JSCL in such inspections.

11.10. Ownership & Protection of Property/Data

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

JSCL 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 JSCL.

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 JSCL under the Cycle Sharing System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to JSCL. The Service Provider's copy(ies) of Member data shall be destroyed.

11.11. Confidentiality Obligations of Service Provider

Confidential Information

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

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

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 JSCL or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than JSCL 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 JSCL before such disclosure; or
- is independently developed by or for Service Provider by persons not having exposure to JSCL's Confidential Information

Period of Confidentiality

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

11.12. Force Majeure

JSCL 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 Best Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify JSCL in writing of such conditions and the cause thereof. Unless otherwise directed by JSCL in writing, Provider shall continue to perform its obligations under the Service 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 Best Industry Practice.

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

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

11.13. Termination due to Force Majeure Event

If a Force Majeure Event as described in above 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 the Agreement

Upon Termination of the 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.

11.14. Events of Default and Termination

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

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 the Agreement between JSCL and Service Provider.

JSCL Event of Default

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

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

Termination due to Event of Default of Service Provider

In the event of the Service Provider Event of Default, JSCL 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 JSCL 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 JSCL, at JSCL's sole discretion.

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

Termination for JSCL's Event of Default

Upon Termination of the Agreement on account of JSCL's Event of Default, the Service Provider shall be entitled to the following:

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

Termination for Insolvency, Dissolution, etc.

JSCL may at any time terminate the Agreement by giving written notice to the Service Provider without any compensation to the Service Provider, if Service 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 JSCL. Notwithstanding the generality of the foregoing, JSCL reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Service Provider selected by JSCL at 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 JSCL, at JSCL's sole discretion.

11.15. Suspension

On the occurrence of any of the following events, JSCL 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:

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

11.16. Arbitration and Dispute resolution

If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract

Agreement for the “Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur”, or the rights, duties or liabilities of any Party under the PBS Agreement, whether before or after the termination of the PBS Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

- Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein
- The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be held at Jabalpur and disputes shall be subject to the exclusive jurisdiction of the courts in Madhya Pradesh
- The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Commissioner, Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties.

11.17. Jurisdiction

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

11.18. 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 the Agreement between JSCL and the Service Provider shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

12. Annexure 1: Indicative List of stations and locations map

To be decided by JSCL as per consultation with the Service provider

S.No.	Location	Roads Covered	Stations	
			Number	Number of Bikes at the station
1	Loc A....	Road 1	N	M
2	Loc B.....	Road 2	N	M
3	Loc C.....	Road 3	N	M
4	Loc D....	Road 4	N	M

13. Annexure 2: Fare Structure

The proposed fare structure for the system as determined by the JSCL is given below.

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

a) **Security Deposit:** A refundable Security Deposit will be charged on all users to ensure safety of the system’s Bikes. Lack of a security deposit could lead to theft of Bikes or the Bikes not being returned back to the system and being discarded around the city. The Security Deposit should be linked to the insurance amount monthly / annual / daily of Bikes and should not exceed an insurance amount per Bike. The security deposit amount to be different for non-motorized and battery operated bikes.

b) **Subscription Fee:** Users may if they prefer subscribe to the system to become a member. Not all users who are registered with the system are required to become members. Four types of membership will be offered in the system.

- Yearly Pass - Membership valid for a year
- Quarterly Pass -Membership valid for three month
- Monthly Pass - Membership valid for a month
- Weekly Pass - Membership valid for a week

Below is the proposed payment structure for the passes:

S.No	Subscription Type	Fee for Battery Operated bikes	Fee for Non-Motorized bikes
1	Weekly Pass	Rs. 200	Rs. 100
2	Monthly Pass	Rs. 400	Rs. 200
3	Quarterly Pass	Rs. 600	Rs. 300
4	Yearly Pass	Rs. 2000	Rs. 1000

c) **User Fees:** The proposed fees that users pay based on the amount of time Bikes were borrowed each time before it is returned to the system.

S.No.	Time	Member User Charges		Non-Member User Charges	
		Non-Motorized Cycle	Battery operated Cycle	Non-Motorized Cycle	Battery operated Cycle
1	0-60 Mins	Free	Rs. 10	Rs. 10	Rs. 20
2	1 Hours – 2 Hours	Rs. 5	Rs. 20	Rs. 15	Rs. 30
3	2 Hours – 3 Hours	Rs. 10	Rs. 30	Rs. 20	Rs. 40
4	Every Subsequent hour beyond 3 Hours	Rs. 8	Rs. 15	Rs. 12	Rs. 20
5	More than 6 Hours (Flat rate) up to 14 hrs	Rs. 100	Rs. 180	Rs. 80	Rs. 280

* The members can avail the 1 free hour only once in a day. For subsequent usage Non-User 1st Hour charges apply

d) **Processing Fee:** A refundable amount of Rs. 100 is charged as processing fee for issuing a card to a user.

The User Fee shall be revised once during the Operation period of 5 years. User fee will be revised

first time after expiry of 3 years from the date of signing of the agreement.

User Fee_{revision} = [User Fee * (CPI (base +3 years) / CPI base)] rounded-off to nearest multiple of five

Where,

- User Fee_{revision} is the revised user fee after expiry of 3 years from the date of signing of agreement;
- User Fee is as mentioned above in the table for various time slots for members/non-members
- CPI base is the Consumer Price Index of the month & year in which agreement has been signed
- CPI base + 3 years is the Consumer Price Index of the month & year after 3 years of the month & year in which agreement has been signed
- Revised user fee shall be rounded off to nearest multiple of Rs. Five.

14. Annexure 3: Pre- Qualification Bid Formats

Formats for Pre-Qualification bid

14.1. Bid Cover Letter

<<To be printed on prime bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

Executive Director
Jabalpur Smart City Limited
Manas Bhavan, Jabalpur
E-mail – ictpmu@jscljabalpur.org, ceojiscl@mpurban.gov.in
Website: www.jscljabalpur.org
Phone: +917611136805

Subject: Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur

Reference: Tender No :< No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the

professional services as required and outlined in the Bid Document for the Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur. We attach hereto our responses to pre-qualification requirements and technical & financial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Jabalpur Smart City Limited, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead JSCL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Pre-Qualification Documents Checklist

S. no	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Receipt of RFP Fee of Rs. 15,000/-		
2.	Receipt (in case of online payment) or original copy (in case of DD or BG) of the EMD of Rs. 300,000 /-		
3.	Bid Covering Letter		
4.	Power of attorney / board resolution to the authorized Signatory		

5.	Particulars of the Bidders		
6.	Copy of Certificate of Incorporation		
7.	Details of Annual Turnover for last three financial years 2016-17, 2015-16, 2014-15		
8.	Certificate from the statutory auditor/ CA towards positive net worth of the company.		
9.	Details of the projects executed		
10.	Declaration letter that the firm is not blacklisted		
11.	Copy of GST registration		

Bidder Information Format

<<To be printed on prime bidder company’s letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Bidder information Format

Please find below the details of prime bidder for participation in “Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur” tender:

S.no.	Particulars	Details
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Country of registered Office	
4	Address of Registered office	
5	Company Registration Details	
6	Date of Registration	
10	GST Registration Number	
11	Address of Registered office in India	
12	No of years of operations in India	
14	Authorized Signatory Name	
15	Authorized Signatory Designation	

16	Authorized Signatory Contact Details	
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Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Bidders Annual turnover over last 3 financial years

<< To be submitted on company’s letterhead>>

Date: dd/mm/yyyy

To

Executive Director
 Jabalpur Smart City Limited
 Manas Bhavan, Jabalpur
 E-mail – ictpmu@jscljabalpur.org, ceojscl@mpurban.gov.in
 Website: www.jscljabalpur.org
 Phone: +917611136805

Subject: Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur on PPP basis

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur.

I hereby declare that below are the details regarding Overall turnover as per the pre-qualification criteria over last 3 financial years for our organization.

S.no.	Details	FY 2014-15 (in Crores) (i)	FY 2015-16 (in Crores) (ii)	FY 2016-17 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Auditor's Certificate for net worth for bidder

Date: dd/mm/yyyy

To

Executive Director

Jabalpur Smart City Limited

Manas Bhavan, Jabalpur

E-mail – Ictpmu@jscljabalpur.org, ceojscl@mpurban.gov.in

Website: www.jscljabalpur.org

Phone: +917611136805

Sir/Madam,

This is to certify that the Net worth as per books and records of _____ for the following financial years are as under.

S.No.	Financial Year ending	Net worth (Rs in Crores)
1.	31st March, 2017	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Details of relevant experience of implementing at least 2 Projects related to implementation of as per Pre-Qualification Criteria

Date: dd/mm/yyyy

To

Executive Director
 Jabalpur Smart City Limited
 Manas Bhavan, Jabalpur
 E-mail – ictpmu@jscljabalpur.org , ceojscl@mpurban.gov.in
 Website: www.jscljabalpur.org
 Phone: +917611136805

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of the Project	Details
---------------------	---------

	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Health portal/mobile app implementation, Provision of health care service delivery components like devices, setting up of clinics, provision of doctors/nurses/paramedics, etc.					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Self-Declaration – No Blacklisting

<<To be submitted on Rs. 100 stamp paper and duly notarized >>

Date: dd/mm/yyyy

To

Executive Director
 Jabalpur Smart City Limited
 Manas Bhavan, Jabalpur
 E-mail – ictpmu@jscljabalpur.org , ceojscl@mpurban.gov.in
 Website: www.jscljabalpur.org
 Phone: +917611136805

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur , as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

- Name of the Bidder :
- Authorized Signatory :
- Seal of the Organization :
- Business Address :
- Date :
- Place :

Format of Earnest Money Deposit

Date: dd/mm/yyyy

To,
Executive Director
Jabalpur Smart City Limited
Manas Bhavan, Jabalpur
E-mail – ictpmu@jscljabalpur.org , ceojscl@mpurban.gov.in
Website: www.jscljabalpur.org
Phone: +917611136805

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at or (hereinafter called 'the Bidder') has submitted its Proposal dated --- ----- for "Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur"

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Jabalpur Smart City Limited (hereinafter called "the Client") in the sum of Rs. 3,00,000/- (Rupees Three Lakh Only) for which

payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ---
-----2017

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
 - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
 - b. fails to extend the validity if required and as requested or
 - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 90 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

15. Annexure 4: Formats for Technical Bid

15.1 General Instructions on Preparation of the Technical Proposal

Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot. All the documents must be submitted in one file only.

- i. Bidder is expected to divide its Bid in following sections / documents:

- a. Bidder's Competence to execute the project**

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Experience in Similar projects

- b. Technical Proposal:** The technical proposal should specify the following:

- Understanding of the Project

- Clear articulation and description of the design and technical solution and various components
- Details of the application software proposed
- Reasoning for selection of the proposed technology over other options.
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for required Public bike sharing delivery
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, implementation and testing of the various project components.

c. Other Details

- Bill of Material: This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Compliance to Technical and Functional Specifications as mentioned in this RFP
- Make & Model of all IT as well as non IT components along with datasheets highlighting the Technical Specification parameters in each datasheet for compliances
- CVs of the Key Manpower proposed

15.2 Check-list for the documents to be included in the Technical Bid

S.No.	Documents required	Submitted (Y / N)	(Page No.)
1.	Details of System Integration Experience for implementation of Public Bike sharing or related work		
2.	Details of Staff members managed by the bidder in the previous 2 years		

3.	CVs of the Key Manpower proposed		
4.	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, implementation and testing of the various project components.		
5.	Bill of Material without prices		
6.	Make & Model of all IT as well as non IT components		
7.	Authorization letter from OEMs		

15.3 Project Citation Format for Technical Qualification

Date: dd/mm/yyyy

To

Executive Director
 Jabalpur Smart City Limited
 Manas Bhavan, Jabalpur
 E-mail – ictpmu@jycljabalpur.org, ceojscl@mpurban.gov.in
 Website: www.jycljabalpur.org
 Phone: +917611136805

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of the Project	Details				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					

Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Health portal/mobile app implementation, Provision of health care service delivery components like devices, setting up of clinics, provision of doctors/nurses/paramedics, etc.					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.
Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :

Telephone& Fax :
E-mail address :

15.4 CVs of the Key Manpower proposed

1	Name of the Staff	
2	Current Designation in the Organization	
3	Proposed Role in the Project	
4	Proposed Responsibilities in the Project	
5	Date of Birth	
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing
7	Summary of Key Training and Certifications	

8	Language Proficiency	<table border="1"> <thead> <tr> <th data-bbox="528 241 778 297">Language</th> <th data-bbox="778 241 1010 297">Reading</th> <th data-bbox="1010 241 1230 297">Writing</th> <th data-bbox="1230 241 1473 297">Speaking</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 297 778 353"></td> <td data-bbox="778 297 1010 353"></td> <td data-bbox="1010 297 1230 353"></td> <td data-bbox="1230 297 1473 353"></td> </tr> <tr> <td data-bbox="528 353 778 409"></td> <td data-bbox="778 353 1010 409"></td> <td data-bbox="1010 353 1230 409"></td> <td data-bbox="1230 353 1473 409"></td> </tr> <tr> <td data-bbox="528 409 778 465"></td> <td data-bbox="778 409 1010 465"></td> <td data-bbox="1010 409 1230 465"></td> <td data-bbox="1230 409 1473 465"></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking														
Language	Reading	Writing	Speaking																	
9	Employment Record (For the total relevant experience)	<table border="1"> <tr> <td data-bbox="528 562 778 618">From / To:</td> <td data-bbox="778 562 1473 618"></td> </tr> <tr> <td data-bbox="528 618 778 674">Employer:</td> <td data-bbox="778 618 1473 674"></td> </tr> <tr> <td data-bbox="528 674 778 730">Position Held:</td> <td data-bbox="778 674 1473 730"></td> </tr> <tr> <td data-bbox="528 730 778 786">From / To:</td> <td data-bbox="778 730 1473 786"></td> </tr> <tr> <td data-bbox="528 786 778 842">Employer:</td> <td data-bbox="778 786 1473 842"></td> </tr> <tr> <td data-bbox="528 842 778 898">Position Held:</td> <td data-bbox="778 842 1473 898"></td> </tr> <tr> <td data-bbox="528 898 778 954">From / To:</td> <td data-bbox="778 898 1473 954"></td> </tr> <tr> <td data-bbox="528 954 778 1010">Employer:</td> <td data-bbox="778 954 1473 1010"></td> </tr> <tr> <td data-bbox="528 1010 778 1032">Position Held:</td> <td data-bbox="778 1010 1473 1032"></td> </tr> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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Position Held:																				
From / To:																				
Employer:																				
Position Held:																				
10	Total No. of Years of Work Experience																			
11	Total No. of Years of Experience for the Role proposed																			
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	<table border="1"> <tr> <td data-bbox="528 1350 778 1469">Name of assignment or project:</td> <td data-bbox="778 1350 1473 1469"></td> </tr> <tr> <td data-bbox="528 1469 778 1525">Year:</td> <td data-bbox="778 1469 1473 1525"></td> </tr> <tr> <td data-bbox="528 1525 778 1581">Location:</td> <td data-bbox="778 1525 1473 1581"></td> </tr> <tr> <td data-bbox="528 1581 778 1637">Client:</td> <td data-bbox="778 1581 1473 1637"></td> </tr> <tr> <td data-bbox="528 1637 778 1693">Main project features:</td> <td data-bbox="778 1637 1473 1693"></td> </tr> <tr> <td data-bbox="528 1693 778 1749">Positions held:</td> <td data-bbox="778 1693 1473 1749"></td> </tr> <tr> <td data-bbox="528 1749 778 1830">Activities performed:</td> <td data-bbox="778 1749 1473 1830"></td> </tr> </table>	Name of assignment or project:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:					
Name of assignment or project:																				
Year:																				
Location:																				
Client:																				
Main project features:																				
Positions held:																				
Activities performed:																				

15.5 Format for Authorization Letters from OEMs

<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To

Executive Director
Jabalpur Smart City Limited
Manas Bhavan, Jabalpur
E-mail – ictpmu@jscljabalpur.org, ceojscl@mpurban.gov.in
Website: www.jscljabalpur.org
Phone: +917611136805

Sub : Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur– Authorization Letter from OEMs

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5 years from the date of this letter.

Yours faithfully,
(Signature of the Authorized Signatory
from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

16. Annexure 5: Financial Bid Format

16.1. Financial Bid Cover Letter

<<To be printed on letter head of Prime Bidder and signed by Authorized signatory of Prime bidder>>

Date: dd/mm/yyyy

To

Executive Director
Jabalpur Smart City Limited

Manas Bhavan, Jabalpur
E-mail – ictpmu@jscljabalpur.org, ceojscl@mpurban.gov.in
Website: www.jscljabalpur.org

Subject: Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur” do hereby propose to provide services as specified in the Bid Document referred above.

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to submit our quote in the form of the monthly concession fee to be payable by us to the JSCL as contained in the duly signed and sealed Financial Bid Format enclosed herewith. We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay JSCL a monthly ‘Concession Fee’ as _____percentage of revenue earned (= Gross Revenue minus GST as applicable) which will be provided to JSCL.

In order to make this project successful, we request viability gap funding (VGF) of Rs. <value in numbers> (<value in words>) per quarter during the implementation phase of this project from JSCL.

We will pay to JSCL every month the Concession Fee as quoted above throughout the concession period from the date of go – live of the project. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.

We hereby confirm that our Tender prices exclude all taxes.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

We have submitted all forms as asked in this RFP.

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract.

These prices are indicated in the subsequent sub-sections of this Section.

CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this financial offer.

Thanking you,
Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

16.2.General Instructions

- a. Bidder should provide all prices as per the prescribed format under this Annexure.
- b. All the prices are to be entered in Indian Rupees (INR) only
- c. Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. The prices should also specify three year support cost as per provided formats.
- d. JSCL reserves the right to ask the Agency to submit proof of payment against any of the taxes, duties, levies indicated.
- e. The Agency needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- f. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, JSCL retains the right to negotiate this rate for future requirement
- g. The variation in individual item of quantities permitted, provided it shall not exceed $\pm 20\%$ in individual item of quantities. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
- h. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- i. No claim shall be entertained or become payable for price variation of additional quantities, until it is approved through Change Management process as explained in this RFP

- j. For the purpose of evaluation of Financial Bids, JSCL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- k. Line items mentioned in the Financial Bid Formats are for representation purpose and Agency may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- l. No escalations of prices will be considered under any circumstances.\
- m. Bidder must provide complete information as asked in the forms given in the annexure.

16.3.Financial Bid Format

Concession Fees

(On the letterhead of the Bidder)

CONCESSION FEE

Sub: - Request Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur.

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to submit our quote in the form of the monthly concession fee to be payable by us to the JSCL as contained in the duly signed and sealed Financial Bid Format enclosed herewith. We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay JSCL a monthly 'Concession Fee' as _____percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to JSCL.

Viability Gap Funding (VGF)

(On the letterhead of the Bidder)

Viability Gap Funding (VGF)

Sub: - Request Selection of an Agency for Implementation and Management of Public Bike sharing system for the City of Jabalpur.

In order to make this project successful, we request viability gap funding (VGF) of per quarter during the implementation phase of this project from JSCL.

Amount in numbers	Amount in words

Project Execution Price

S. No.	Line Item	Unit of Measurement	Quantity Proposed	Unit Base Price (In Indian Rupees)	Total Price exclusive of all taxes, levies, duties, etc.as applicable (In Indian Rupees)
1	2	3	4	5	6
Total CAPEX					

S. No.	Line Item	Unit of Measurement	Quantity Proposed	Unit Base Price (In Indian Rupees)	Total Price exclusive of all taxes, levies, duties, etc.as applicable (In Indian Rupees)
1	2	3	4	5	6
Total OPEX					

S. No.	Line Item	Value

1	Total CAPEX	
2	Total OPEX	
3	Total Project Execution Price (3 = 1+2)	

Note: Bidder must ensure that all the line items are covered as per the requirements of the project and all required fields in the financial bid format are duly filled and calculated appropriately. All amounts to be quoted in Indian Rupees.

The value given in this format will not be used for bid evaluation.

The value given above will be utilized for calculating the value Performance Bank Guarantee (PBG) and will be considered as the project value.

For some of the items, quantities mentioned are “Actual quantity arrived for the solution (please specify)”. In this bidder is required to provide the quantities based on its solution proposed.

16.4.Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Bank Guarantee No. _____

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

JABALPUR SMART CITY DEVELOPMENT LIMITED, a company incorporated under the (Indian) Companies

Act, 2013, with its registered office at _____ (hereinafter referred to as JSCL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

- A. JSCL has entered into a contract for providing Implementation services dated [insert date] (the Contract) with [insert name of Implementing Agency], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the Implementing Agency has been incorporated or registered, as the case may be], [with its [registered/principal] office at [_____]] (hereinafter referred to as the Implementing Agency, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- B. In terms of the Contract, the Implementing Agency has agreed to provide the Implementation Services for Smart Healthcare Service System, which involve the use of technology, information and data to improve health services within the city of JABALPUR (the SMART HEALTH Project), to implement the Smart Cities Mission in JABALPUR, pursuant to the Request for Proposal dated [____] (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents).
- C. In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Implementing Agency and Clause I of the Contract, the Implementing Agency is required to furnish to JSCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. 3,000,000 (Rupees Thirty Lakh) (the Performance Bank Guaranteed Amount) as security for the due and punctual performance or discharge of the Implementing Agency's obligations and liabilities under the Contract.
- D. At the request of the Implementing Agency and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Implementing Agency of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to JSCL the payment in full of all amounts at any time that may be due, owing or payable to JSCL from the Implementing Agency for the failure of the Implementing Agency to duly and punctually perform all of its obligations under the Contract during the term (Guarantee), without any demur, reservation, protest or recourse, immediately on receipt of a demand from JSCL.

The Guarantee is given on consideration received from the Implementing Agency (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by JSCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is

required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that JSCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Implementing Agency or validity of demand so made by JSCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Implementing Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Implementing Agency or any change in ownership of the Implementing Agency or any purported assignment by the Implementing Agency or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that JSCL shall first attempt to procure the Guaranteed Amount from the Implementing Agency or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, JSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or JSCL:
 - a. any time or waiver granted to, or composition with, the Implementing Agency or any other Person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Implementing Agency or any other Person;
 - c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Implementing Agency 's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - f. any part performance of the Contract by the Implementing Agency or by any failure by JSCL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that for any reason the Implementing Agency enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Implementing Agency of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to JSCL on demand.
7. So long as any amount is due from the Implementing Agency to JSCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Implementing Agency, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Implementing Agency or any such other Person in competition with JSCL. If the Guarantor receives any payment or benefit in breach of this clause, it shall hold the same upon trust for JSCL.
8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from JSCL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to JSCL that:
 - a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - d. no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - e. this Guarantee will be enforceable when presented for payment to the Guarantor's branch in JABALPUR at [_____].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of JSCL in exercising any right, power or privilege hereunder and no course of dealing between JSCL and the Guarantor, or the Implementing Agency, shall

operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which JSCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of JSCL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with JSCL to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and JSCL shall constitute a single binding agreement.
15. JSCL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
16. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon JSCL, at [insert address]; and
 - b. upon the Guarantor, at [insert address].
17. Any demand, notice or communication would have been deemed to have been duly served:
 - a. if delivered by hand, when left at the proper address of services; and
 - b. if given or made by pre-paid registered post or facsimile, when received.
18. Either party may change the above address by prior written notice to the other party.
19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Madhya Pradesh.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and Year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank, by [insert name of branch] Branch by hand

Of [insert name of signatory]

It's [insert designation] and duly authorized representative

Authorized by [Power of Attorney dated [insert date]] OR [Board resolution dated [insert

Date]].

END OF DOCUMENT