

CHANDIGARH SMART CITY LIMITED
U.T. CHANDIGARH

REQUEST FOR PROPOSAL (RFP) FOR

“ENGAGEMENT OF AGENCY FOR DESIGN, BUILT, OPERATE & TRANSFER PUBLIC BIKE SHARING SYSTEM IN CHANDIGARH FOR A PERIOD OF 10.9 YEARS ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE WITH LICENSE FEE”



September – 2017

CHANDIGARH SMART CITY LIMITED
Municipal Corporation Building, Sector 17, Chandigarh.

Email: smartcity.chd@nic.in

Tender Notice
Chandigarh Smart City Limited
e- TENDER NOTICE

Chandigarh Smart City Limited (CSCL) invites e-tenders (online tenders) on behalf of Chief Executive Officer, Chandigarh Smart City Limited from the eligible, reputed and established agencies/ individuals/ company (ies)/ firm for Public Bike Sharing System in Chandigarh, on PUBLIC PRIVATE PARTNERSHIP (PPP) MODE.

The detailed terms and conditions of this tender can be obtained from the office of the Chief Executive Officer, Chandigarh Smart City Limited or from Govt. website <http://etenders.chd.nic.in/nicgep>. Prospective bidders should download the complete tender documents only from the website <http://etenders.chd.nic.in/nicgep> upto the last date of submission. Addendum/ Corrigendum if any, to the tender documents shall be uploaded on the aforementioned website only. Hence, the bidders shall visit the same regularly. Bidders are requested to go through the complete bid documents, criteria and scope of work in particular, before submission of online bid.

Chief Executive Officer,
Chandigarh Smart City Limited,
New Deluxe Building,
Municipal Corporation
Chandigarh, Sector 17, U.T
Chandigarh-160017
Email: smartcity.chd@nic.in

Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee

**CHANDIGARH SMART CITY LIMITED
U.T. CHANDIGARH**

**NOTICE INVITING TENDER
(E-TENDERS NOTICE)**

Chandigarh Smart City Limited (CSCL) invites Three Stage General Bid, Technical and Financial Bids from the prospective bidders for ENGAGEMENT OF AGENCY FOR DESIGN, BUILT, OPERATE & TRANSFER PUBLIC BIKE SHARING SYSTEM IN CHANDIGARH ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE WITH LICENSE FEE. The term of the services will be 10.9 years. The key bidding detail of the tender are:

1	Type of Online Bid	Three Bid System
	i) Folder- 1	Earnest Money and Document Fee
	ii) Folder-2	Pre-qualification documents such as completion certificate of similar works, Affidavit in original for blacklisting, downloaded copy of whole tender document, certificate of registration of GST/ Service Tax / Pan/ TIN and sign on each page of tender document and uploading of the same along with other requisite documents.
	iii) Folder- 3	Financial Bid
2	Date of Pre-bid Conference	21.09.2017 at 11:00 AM
3	Venue of Pre-bid Conference	Office of Chief Executive Officer, Chandigarh Smart City Limited, U.T. Chandigarh, New Deluxe Building, Municipal Corporation, Sector 17, Chandigarh
4	Bid Closing Date and Time	10.10.2017 and 5:00 PM
5	EMD (Earnest Money Deposit) in shape of Banker's Cheque and Demand Draft	Rs. 30 lakh in shape of Demand Draft favouring, Chandigarh Smart City Limited payable at Chandigarh. The Scanned copy of EMD shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL i.e. Room No. 223, Second Floor, Municipal Corporation Building, Sector 17, Chandigarh before or on the last date of submission of Bid.
	Cost of Bid Document (Non Refundable)	Rs.25000/- in shape of Demand Draft favouring Chandigarh Smart City Limited payable at Chandigarh. The Scanned copy of Demand Draft on account of cost of Bid document shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL i.e. Room No. 223, Second Floor, Municipal Corporation Building, Sector 17, Chandigarh before or on the last date of submission of Bid.
6	Technical Bid Opening	11.10.2017 at 3:00 PM

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	Date	
7	Presentation by Bidders before Technical Evaluation Committee	Date will be informed later on.
8	Financial Bid of bidders approved by Technical Evaluation Committee.	Date will be informed later on.
9	Submission of hard copies of the documents as uploaded online with the bid by the Successful Bidder	Within seven days from the date of opening of E-Financial Bids
10	Amount of Performance Guarantee to be submitted only by the Successful Bidder	Rs. 1.50 Crore to be submitted within 30 days of receipt of Letter of Acceptance (LOA). Bidders should ensure that the performance guarantee should be valid for a period extending to 11.9 years for the work.
11	Signing of Contract	Contract is to be signed within 30 days of receipt of LOA.
12	Time schedule of project	Ten years and Nine Months i.e. Nine months to complete the survey and construction work. Subsequent Ten years of period for operation and maintenance of the Project.
13	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	0.20% of the performance guarantee per day of delay in making the service operational, for the first 90 days. In case the Concessionaire is unable to make the system operational with manpower and supporting maintenance infrastructure within these 90 days of Commencement Date, CSCL reserves the right to terminate the Concession Agreement and Concessionaire shall forfeit the Performance Guarantee amount.

Other details and terms & conditions are given in the Request for Proposal (RFP), which can be downloaded from the website as mentioned in the Tender Notice. Interested eligible applicants may obtain further information from CSCL office. The Project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. CSCL has right to accept/reject any tender without assigning any reason. CSCL reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

Chief Executive Officer,
Chandigarh Smart City Limited,
New Deluxe Building,
Municipal Corporation Chandigarh
Sector 17, U.T. Chandigarh-160017

Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee

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1.0 Disclaimer

- 1.1** Chandigarh 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). Chandigarh SCP proposes smart solution in ADB and cross pan-city solutions providing various Smart feature/infrastructure. As per the Chandigarh's TOD policy the promotion of NMT (Non-motorized Transport) is proposed.
- 1.2.** The Chandigarh smart City Ltd. (CSCL) has prepared this Request for Proposals (RFP) to install and operate the Bike Sharing System. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and an objective of the Public Bike Sharing System.
- 1.3.** CSCL has taken due care in preparation of information contained herein which may or may not be exhaustive or accurate.
- 1.4.** The Bidder acknowledges that prior to the execution of this Agreement; the Bidder has after a careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, and all information provided by the CSCL.
- 1.5.** The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 1.4 above shall not vitiate this Agreement, or render it voidable.
- 1.6.** In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 1.4 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the CSCL to give any notice pursuant to this Clause 1.6 shall not prejudice the disclaimer of the CSCL contained in Clause 1.4 and shall not in any manner shift to the CSCL for any risks assumed by the bidder pursuant to this Agreement.
- 1.7.** Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the bidder and the CSCL shall not be liable in any manner for such risks or the consequences thereof.

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Definitions

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

“**Arbitration Tribunal**” means a sole Arbitrator, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

“**Authorized Fleet**” is the number of Bikes in operation as defined by CSCL.

“**Bid Process**” means the process of selection of the Concessionaire 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.

“**CTU**” means Chandigarh Transport Undertaking would help in system planning.

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

“**Commencement Date**” means the date of issuance of the letter of CSCL to the Concessionaire to commence Works and shall not be earlier than 120 days from the date of signing of Concession Agreement.

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

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

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

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

“**Bike Sharing System**” or “**System**” means a public transport system consisting of a network of bikes and stations in which a user can check out a Bike at any station using an **RFID**-based smart card key and return the Bike to any other station 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 Chandigarh that is being implemented by CSCL in various phases, unless otherwise specified.

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

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

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

“**Financing Documents**” shall mean collectively the documents evidencing Lenders ‘commitment to finance the Project.

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

“**Land License Agreement**” means the agreement pursuant to which Sites shall be Licenced out to the Concessionaire for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh, the draft of which is provided as Annexure O to this Agreement.

“**Lenders**” shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided funds to the Concessionaire for financing any part of the Project.

“**Membership**” means an agreement between the Concessionaire and a customer for a specified period of time in which the customer garins access to the Bike Sharing System.

“**Member**” means a customer who has entered into a Membership agreement with the Concessionaire.

“**Preliminary Notice**” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

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

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

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

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

“**Service Charge**” means the amount CSCL will compensate the Concessionaire for operation of the Bike Sharing System, subject to conditions.

“**Substitution Agreement**” means the agreement substantially in the form set out at Annexure N, to be entered into between the CSCL, Lenders and the Concessionaire.

“**Concessionaire**” shall mean the Bidder (who won the Bidding process of this RFP and to whom a Letter of Acceptance is issued by CSCL and Concession Agreement to operate the Bike Sharing System is entered with.

“**Concession Agreement**” or “**Service Provider Agreement**” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between CSCL and the Concessionaire through which CSCL will grant the rights to the Concessionaire to install and operate the Bike Sharing System during the period of the Agreement. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement as set forth in **Annexure M**.

“**Concessionaire Facilities**” means the facilities and equipment produced or developed by the Concessionaire that are required for the due implementation of this contract, including control center, stations and depots.

“**Standby Bikes**” means the number of additional bikes that the Concessionaire shall procure and maintain to ensure that the size of the operational Fleet is equal to or greater than that of the Authorized Fleet at all times.

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

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

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

“**Termination Notice**” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

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

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

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

1. Introduction

Chandigarh 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). Chandigarh SCP proposes smart solution in ABD and cross pan-city providing various Smart feature/infrastructure. TOD policy promotes NMT (Non-Motorized Transport) which is proposed. CSCL is the scheduled agency for implementation, O&M and management for Transport solution.

CSCL plans to introduce a Bike Sharing System to provide a low-cost, environmentally friendly mobility option to city residents. Bike sharing is a flexible system of personalized public transport. Bikes are available in a closely spaced network of semi-automated stations. Users can check out bikes at one station and return them to any other station within the network.

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

The stations would cover the "catchment area" of the main roads, railway station and markets and other traffic congestion zones. This will ensure that the first and last mile connectivity to people living in the catchment area is provided for. Importance will be given to place stations near important commercial, cultural, educational, administrative, and residential and tourist attraction points in the catchment area.

A Hybrid System is proposed for Public Bike Sharing. The stations will be managed 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 bikes around stations during the hours of operations. The Bike sharing system will also be integrated with the system of fare collection or Card through ITS to aid the multimodal integration.

The Bike Sharing System proposed will have 5000 (+/- 10%) bikes spread over minimum 500 stations across the city. The project will be implemented i.e. developed, operated and maintained by the Concessionaire within a time period of 10.9 years of signing the Agreement.

CSCL hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the Bike Sharing System in the city of Chandigarh.

Project Structure, Source of Funds and Source of Revenue

- The Capital and Operational Cost of the project has to be borne by the Concessionaire. Capital costs includes total cost of the system—including stations, docks, bikes, redistribution equipment, the control center, and other equipment. Operation and

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maintenance shall include the cost of operation, daily maintenance, repairing, spare parts, consumables and other expenses to be borne by the Concessionaire assigned the project including the marketing expenses to fulfill the service level standards under this RFP to internationally known standards. The concessionaire will be required to pay license fee (Negative) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is more. The CSCL will be required to pay license fee (Positive) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is less. The License Fee will be decided as per the financial bid of the successful applicant. The payments will be made on yearly basis. Detailed instructions on license fees to be paid by the Concessionaire to CSCL are given in this RFP document.

- The Concession period shall be for a period of 10.9 years from the date of signing of the agreement. This Concession period of 10.9 years is divided into two phases viz. first phase Development period of nine months from the date of signing of agreement, and second phase Operations and maintenance period of remaining ten years.

In case the Concessionaire fails to make the system operational in 9 months, the Concession Period shall start at the end of 9 months for a period of 10 years irrespective of the date of actual completion.

- The Concessionaire shall be entitled to retain Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of Bikes to the users under this RFP;
- The Concessionaire shall be 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 includes advertisement space on Bikes and station infrastructure like digital panels and docks at the station and redistribution vehicle. Alternatively, the concessionaire may sell sponsorship contract to the system to a single entity. For advertisement space refer clause 3.9 also.
- Cycling Event: The Concessionaire will be given the rights to conduct weekly / fortnightly/ monthly cycling event in Chandigarh, with the approval of CSCL. The profit/loss made from such events will be the sole responsibility of concessionaire and CSCL will not be responsible for any loss.
- CSR Funding: The Concessionaire is free to tap CSR funding of private organizations to fund the operations of the system.
- Location of Station: - The Concessionaire shall conduct the survey of Chandigarh city and propose the bike station at his own. CSCL have complete rights to reject the proposed site and Concessionaire has to propose alternate site in lieu of rejected sites.
- Utility Shifting: The Concessionaire shall be responsible to obtain necessary permission of the relevant Authority and shifting of Utilities. The CSCL shall provide, if required, authority letter to the relevant authority for permission. The cost of coordination and shifting of Utilities shall be borne by the Concessionaire.
- License fees has to be quoted by the Bidder in its financial bid considering Capital Cost and Operating and Maintenance cost and factoring all the Revenue streams

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highlighted in the RFP. License fees quoted by the bidder will be paid by the Concessionaire or vice versa on the basis of per bike per year.

- CSCL is not bound to accept any proposal, and reserves the right to null the selection process at any time prior to contract award, without thereby incurring any liability.

2. Data Sheet & Timelines

The Chandigarh Smart City Limited (CSCL) invites in Three Stage i.e., General Bid, Technical Bid and Financial Bids from the prospective bidders for “**Engagement of Agency for Design, Built, and Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years**”. The concession period of 10.9 years will consist of two phases viz. implementation period of nine months followed by Operation and Maintenance period of ten years thereafter. Brief Schedule of bidding activities is as below:

Cost of Bid document (non-refundable)	Rs.25000/- in shape of Demand Draft favouring Chandigarh Smart City Limited payable at Chandigarh. The Scanned copy of Demand Draft on account of cost of Bid document shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL i.e. Room No. 223, Second Floor, Municipal Corporation Building, Sector 17, Chandigarh before or on the last date of submission of Bid.
Earnest Money Deposit (E.M.D)	Rs. 30 lakh in shape of Demand Draft favouring, Chandigarh Smart City Limited payable at Chandigarh. The Scanned copy of EMD shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL i.e. Room No. 223, Second Floor, Municipal Corporation Building, Sector 17, Chandigarh before or on the last date of submission of Bid.
Pre-Bid Meeting will be held in Commissioner Office, M.C.Building, Sector 17, First Floor, Chandigarh.	
Start date for online purchase of E-tender document	
Last date for online Submission of E-tender document	
Opening of Technical bid	
Presentation by Bidders before Technical Evaluation Committee	
Opening of Financial bid of bidders approved by Technical Evaluation Committee	

2.1 End of the Concession Period

At the end of the Concession Period or termination of the Contract, whichever is earlier, all rights given under the Concession Agreement shall cease to have effect, and the Project facilities including the assets (i.e. both movable and immovable assets, provided by the Concessionaire or brought in by the Concessionaire during the subsistence of the Concession Agreement), will become the property of CSCL as follows:-

2.1.1 Movable assets created at Station/Depot/Workshop including cycles, shall be the property of the CSCL and the Concessionaire shall hand over to CSCL or any agency/firm authorized by CSCL within 15 days of expiry of the concession period or termination of Contract in good condition.

2.1.2 Immovable assets at Station/Depot/Workshop will become the property of CSCL and shall be transferred to the CSCL within 15 days of expiry of the concession period or termination of the contract in good condition.

The Concessionaire shall submit the No Dues Certificate from MCC, Electricity Department, Chandigarh and all other Government Department at the time of completion of Concession Period. The Performance Guarantee shall be released after the submission/verification of No Dues Certificate from all the Government Departments.

3 Scope of work

The Concessionaire's Scope of work includes:

3.1 Planning and installation

For Planning and designing the Public Bike Sharing System in Chandigarh the following important features has to be considered:-

- A dense network of stations well distributed across the coverage area, covering all potential points such as Bus Stand, markets, office complexes, institutions, tourist destinations, parks and residential areas etc
- Comfortable, commuter-style bikes with specially designed parts and sizes that discourage theft and resale.
- A fully automated locking system that allows users to check bikes easily in or out of bike-share stations, such as radio-frequency identification devices (RFIDs).
- Provide real-time information through various platforms, including the web, mobile phones and/or on site terminals.

3.1.1 System Planning

The concessionaire shall conduct activities not limited to:

- Conduct public outreach and location surveys to evaluate demand across the Chandigarh.
- Make recommendations on location and size of each station on the system.
- To find out the potential corridor for Public Bike Sharing System and sustainability of the project

The final decision of approval of location and size of docking station rests with CSCL.

3.1.2 Station Installation Plans

The Concessionaire will conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Concessionaire will submit the proposed station positions and layouts to CSCL within one month of date of signing of agreement for approval. The CSCL will clear the approved site within 30 days of receiving complete proposal from the Concessionaire and the Concessionaire will create a paved, level surface thereafter on which the Concessionaire may install the Station. CSCL will provide this land to the concessionaire for installation of the stations and he will have no legal right on this land except for use during the concession period. Foundation and other infrastructure work will be the responsibility of the concessionaire. The complete implementation of PBS in Chandigarh shall be completed in nine months from the date of signing of the agreement. The system installation will be divided into 3 sub-phases within the maximum implementation time of nine month. The docking station has to come up as per the Feasibility study and ease of use by the commuters using cycles. Therefore, locations cannot be identified in advance without detailed survey/study to know cycling pattern/uses, availability of space, important routes etc. Therefore, it is appropriate to make such study by the Concessionaire itself to ensure optimal results. No cycle stand should be installed without the formal approval of Chandigarh Administration, Union Territory. In case of any difference of opinion, the decision of CSCL will prevail.

Phase 1 (First Four months): Finalization of Technical Specifications and Ground Testing of 300 Stations.

Within four months from the date of signing of the agreement, where the components and systems are tried and tested by the concessionaire. During this period, the system need not be open to the general public.

Phase 2 (5th and 6th month): Installation of remaining 200 stations and Final Ground Testing of 500 Stations

Within six months from the date of signing of the agreement, the concessionaire will complete installation of all stations. 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 3 (7th, 8th and 9th month): User Generation Campaign and Formal Launch of the system

Within nine months from the date of signing of the agreement, the concessionaire will start the Commercial Operations after formal launch of the PBS system. A minimum of eight weeks User Generation Campaign shall be undertaken by the Concessionaire before formal launch of the system. During this period the concessionaire should actively try to engage the people of Chandigarh in understanding the operations of a PBS and also generate memberships to the system.

3.2 Bikes

3.2.1 Technical standards

Technical specifications for the bikes should at least meet the “Minimum Technical Standards” as given in Section 4.

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Procurement of equipment shall be limited to those manufactured not earlier than **six (6) months** prior to the date of signing of the Concession Agreement between CSCL and the Concessionaire. The equipment shall be brand new, not have been put to commercial use anywhere previously to the Commencement of Operations.

The Concessionaire will present prototype Bikes for the Bike Sharing System to CSCL for inspection. CSCL 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 CSCL.

If CSCL finds any discrepancy between the prototype and the technical specifications, and then the Concessionaire will have 30 days to propose a solution. The final designs will be subject to approval from CSCL. After receiving approval on the final design, the Concessionaire may proceed to manufacture/ acquire the rest of the Bikes.

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

3.2.2 Number of Bikes- Fleet Size

Initially, procurement of 5000 (+/- 10%) bikes as per the authorized fleet size set by CSCL, will be done in phases as explained above. Each Bike shall comply the technical standards as specified in **Section 4**.

Procure and maintain Standby Bikes to ensure that the operational Fleet size remains above the Authorized Fleet.

The authorized fleet will be provided and maintained by the concessionaire as per the timelines agreed.

- the concessionaire will be required to pay license fee (Negative) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is more.
- the CSCL will be required to pay license fee (Positive) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is less.

3.3 Stations

3.3.1 Technical Specifications

Technical specifications for the station specific hardware and software components of the Bike Sharing system should at least meet the “Minimum Technical Standards” as given in Section 4. Procure such equipment manufactured not earlier than three (3) months prior to the date of signing of the Concession Agreement between CSCL and the Concessionaire. The equipment shall not have been put to commercial use anywhere previously to the Commencement of Operations.

The Concessionaire will present prototype Station for the Bike Sharing System to CSCL for inspection. CSCL will have the right to review all station hardware and software to ensure that they meet all the technical criteria as specified. A prototype station which may have features over and above the prescribed minimum standards will be accepted by CSCL and if any discrepancy is detected between the prototype and the technical specifications then the Concessionaire shall have 30 days to propose a solution. The final designs will be subject to approval from CSCL. After receiving approval on the final design, the Concessionaire may proceed to acquire the rest of the Stations.

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

3.3.2 Minimum Hours of Operation

The system will run for a period of at least 16 hours every day.

The hours of operations should be 6am to 10:00 pm.

If the operator decides to expand the number of operating hours beyond 16 hours, then it is mandatory that the time period 6 am to 10 pm falls within the operating hours of the system.

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

3.3.3 Number of Stations

500 numbers of Stations (in two phases) is to be installed by the concessionaire as per defined in section 3.1.2. Each station should comply with the technical standards as specified in section 4. However if Concessionaire wants to increase the number of Stations, same can be done at the cost of concessionaire with a written approval from CSCL subject to availability of space. The location for the Bike stations will be determined by concessionaire in consultation with CSCL.

The number of units required for some of the essential station components/ infrastructure is detailed below in sections 3.3.4. to 3.3.5.

3.3.4 Number of Docks/ Locking posts

The number of docks at each station should be more than the number of authorized bikes at each station, to ensure availability of excess docking space, to accommodate peak hour demand.

There will be two type of docking stations having provision of 12 and 16 bikes as per design shown in the Annexure K. The exact number of each type of such stations will be decided based on the demand in particular area and in consultation with CSCL. The size of the docking station will be in multiple of the standard design given in Annexure K.

3.3.5 Number of Devices for Card verification

The hardware requirement is such that the station attendants should be able to validate the user into the system and out of the system at maximum in 5 minutes. This system will be connected to the central control system. Functionalities of the equipment are listed in the Technical specifications given in Section 4. There will be at least one device/ station to be handled by station attendants. High priority stations where a higher demand is expected, the Concessionaire may decide to provide more attendants and devices. The Concessionaire may also decide to procure a few extra devices to act as back up.

3.3 Central Control System

The concessionaire should provide for a Central Control System which can on a real time basis monitor the operations of the system (all its components). The central control system provides the back bone of the PBS system. The Control Centre will constitute CSCL's single point of contact to enable CSCL to coordinate with the Concessionaire in the course of the day-to-day operation and management of the Bike Sharing System by CSCL. The Concessionaire shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel, and further that there is

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due coordination between the staff at the Concessionaire control centre and CSCL. The space required for the Control Centre will be made available by CSCL free of cost on mutually agreed location subject to availability of space. The concessionaire should:

- provide for software to aid in monitoring of the system including details like Bike and dock availability at each station.
- Software which will be able to aid the concessionaire in tracking stations and enabling efficient redistribution of bikes across stations.
- Software which will be able to help in system planning and expansion.
- Procure software and hardware for the processing of customer payments via different modes.
- The hardware and software should meet the “Minimum Technical Standards” as given in Section 4.
- Provide a physically staffed central control room to house the central control system which will have computer terminals and communications equipment allowing Service Provider staff to monitor system status.
- Maintenance, payment of electricity bill and all other related expense of the space provided shall be borne by concessionaire.

3.4 Redistribution

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

3.5 Depots/ Workshops

CSCL shall provide the adequate space for one Depot/Workshop space for spare Bikes, Stations, bikes repair, equipment and Parking space for redistribution.

The Concessionaire shall source and install the maintenance equipment as necessary. Major repairs of the Bikes and Stations which cannot be carried out on the site shall be carried out at the depot/workshop space developed by the Concessionaire or arranged special vehicles for the purpose.

Such location should be accessible and appropriately equipped to manage the Bike Sharing System. The expenditure on the maintenance/repair of equipments & bikes shall be exclusively borne by the concessionaire & CSCL will no way responsible for it.

3.6 Registration of Users

Registration is a necessary pre-condition to gain access to the PBS system. All users are required to register with the system using a valid ID proof. Each user then will be issued a personalized card which will have their name printed on it. Each card is linked to a person’s Id in the system making it easy for the operator to track the system usage of each user. Linking of individuals to smart cards is necessary for the system to identify and track the user who has borrowed the bikes from the system, thus reducing the probability of theft and vandalism. 64 registration centre, i.e., one in each sectors at one of the docking station around the city will be identified by concessionaire along with the CSCL, where registration will be undertaken. Registration can also be done at sampark centre and the concessionaire has to integrate the central control system with sampark centers to get notification of registration, etc. on the display Board. The users will have to go to these notified centers with valid id proof and the required security deposit (security deposit along with the fare structure is detailed out in Annexure C) to register with the system and be issued a smart card. The system should allow both

offline and online registrations, in case of online registration user will carry the profiled form to registration centre and get the smart card issued.

3.7 Fare Collection System

A hybrid fare collection system using different payment gateways like internet banking/credit/debit cards/mobile wallets/cash etc and across different platforms like web, mobile app, on-site terminal and smart card should be deployed. A PBS card holder will be able to recharge the card using digital means or by cash at any points where common smart cards can be recharged. This would include making payments for memberships/ subscriptions and topping up smart cards. PBS registration centres will also be equipped to handle these transactions.

The Fare structure (Subscription Fees, Usage fees, etc.) have been determined by CSCL and is detailed out in **Annexure C**. No additional fees may be collected by the Concessionaire or their staff. Tipping or any exchange of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.

3.8. User Information System

Concessionaire needs to develop an Integrated Website and Smart phone app for PBS system please refer to section 4.9, to enable the users to have access both static and real time information and content about the system, examples of such aspects include, but are not limited to:- information about PBS system, map of bike tracks in Chandigarh along with route planner to integrate other modes of transport (eg. Tomtom maps), real time bike availability in stations, fare calculator, user account dashboard that shows previous trips along with account balance with integration of payment gateway, New users can signup and download their filled forms to carry to registration center for further processing, help and support with emergency features, admin dashboard to allow remote access to monitoring agency, Frequently asked questions (FAQ). Also, if such information is to be integrated with any other system of CSCL Concessionaire will provide support for same without any extra cost.

3.9 Advertisement Space

The Concessionaire will make available designated branding/advertising spaces on the bikes and stations as per the Technical Specifications.

The maximum area allowed for advertisement will be as per Annexure K. No obscene, liquor and tobacco add will be allowed. The advertisement space on the Basket and sides/Frames of the bikes will be as per Annexure K.

Around 200 Bus Queue Shelter (BQS) are being constructed on BOT basis by MC, Chandigarh. The concessionaire may construct docking station with BQS by maintaining minimum distance of 75 meters from BQS.

The rights to advertising, sponsorship, naming, and branding rights will remain with the Concessionaire in docking stations constructed but CSCL will have the final right of approval on the same.

3.10 Marketing and User Education

The Concessionaire will be fully responsible for carrying out on-going marketing activities to promote use of the Bike Sharing System and user education of the system to make it popular among

the citizens. Before and after the Commencement Date, the Concessionaire will carry out marketing activities to promote the system and increase membership.

3.11 Human Resource Plan

The Concessionaire will

- Enlist trained professionals to operate the Bike Sharing System.
- Hire adequate staff to meet that scope of services as mentioned in the RFP.

3.12 Data Reporting

During the Operation Period:

- The Concessionaire shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be access by the CSCL or its representative. The real-time data shall be in such a format that the CSCL shall be able to evaluate the performance of the Concessionaire against the Service Levels set forth in this Agreement.
- The Concessionaire shall no later than 7 (seven) days after the close of each month, furnish to the CSCL a monthly report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. This report will help CSCL to understand how much service charge accrues to the Concessionaire for that month's operation standards.
- The concessionaire shall no later than 10 (ten) days after the close of each quarter furnish to CSCL 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 Bike share can be expanded to.
- CSCL may request the Concessionaire for any additional information other than the real-time data if the need arises. CSCL will have complete ownership on the data.

3.13 Maintenance

The Concessionaire needs to ensure that the bikes and all other assets of the system are maintained on a regular basis. The Concessionaire 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 bikes of the system. as far as possible the Maintenance checks are not to be conducted during hours of operation of the system. However, if some maintenance checks are to be conducted during operation hours it should not hinder the operation of the system.

Bikes which are not repairable on-station should be taken to the Depot/Workshop for repairs and be replaced with bikes from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system.

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

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The exact maintenance schedule will be finalized by CSCL after consultation with the concessionaire and the concessionaire will be bound to follow it.

3.14 Legal/tax/fees

- The Concessionaire shall bear all applicable National, State and local taxes on purchase of equipment.
- Bear all the risks incurred on vandalism of the system- bikes, docks, terminals and other components within the station premises & vandalism and loss of Bike which has been rented out.
- Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
 - ❖ Any financing agreement required under the of Laws of India.
 - ❖ Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
- All statutory taxes/fees as applicable has to paid by the Concessionaire to the concerned Department and Chandigarh Smart City Ltd. (CSCL) will not be responsible on this account.
- The agency will submit the No Dues Certificate from M.C. Chandigarh alongwith the License fee at the start of each year.
- No advertisement fee shall be charged separately on account of displaying advertisement on Docking Station and Bicycles.

4. Minimum Technical Specifications

4.1 Bike

S. No.	Bike- Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the Bike from regular bikes in the market through design
3	Seat Adjustable without any tools
4	Light weight Frame
5	Integrated Lock + Kick Stand
6	Front mounted Basket with a capacity up to 10kg
7	Ad Space on basket and the sides of the Bike
8	Simple reliable braking system
9	Rust and Graffiti Resistant
10	Front and Rear mud guards with fenders
11	Enclosed mechanisms
12	Lighting System in the front and back
13	Bell
14	Blinker at rear and Reflective Tape (ACM 12) on front, sides and back
15	Tubeless tyres
16	RFID tag enable identification of Bike while check-in and check out

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4.2 Station

S. No.	Stations- Minimum Specifications
1	Modular design- easy to construct and de-construct. Station location can easily be changed.
2	Installed in a manner that ensures safety of the stations infrastructure and bikes
3	Covered Station- Bikes and space for station attendants should be covered to ensure protection from the heat and rain
4	Accommodates gaps caused by on-street obstructions such as manhole covers
5	Space/ kiosk for display of system information, station attendants to register users and undertake cash or card transactions and store devices, fresh smartcards, keys to Bike locks and money
6	One panel for Advertisements at each station of appropriate size to be approved by CSCL.
7	Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels
8	The docking station will contain back lit advertisement board of the size specified in Annexure K
9	There should be provision of atleast/minimum one number of solar pole lights at each Docking Station.

4.3 Docks

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

4.4 Device for Check in and check out/ card verification

S. No.	Device- Minimum specifications
1	Simple and non-bulky design
2	The device should be RFID enabled and connected to Central control room to transmit and receive real time information with the latter.
3	Reads Smart cards and indicates validity of the card and availability of minimum balance within 5 seconds
4	Transmits information about user ID and time of check in and check out to the Central Control Room

4.5 Central Control System

S. No	Central Control System- Minimum Specifications
1	Connected to all the registration centres, station and check in and check out equipment at the stations
2	Able to compile information at station level and system level
3	Able to track the availability of bikes and docks at each station of the system
4	Able to use the Bike and dock availability information to make decision on redistribution of bikes
5	Able to provide real time information of the system to CSCL
6	Able to receive and save all records on a searchable database
7	Guarantees data security as per Indian law and international best practices
8	All data is the property of CSCL

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9	Central Computer System should be upgraded and maintained daily
10	The Contractor will provide reports to CSCL in accordance with an agreed upon schedule or on request.
11	Physically staffed Office space housing the central control system
12	Computer terminals and communications equipment allowing Concessionaire staff to monitor system status
13	Call centre: The concessionaire shall provide a call centre number for queries and feedback for the system and this number will be displayed on all docking stations and bikes.

4.6 Redistribution vehicles

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

4.7 Depots/ Workshop

S. No.	Depots/ Workshop- Minimum Specifications
1	Space to store extra/ back up bikes for the system
2	Space to store back up 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

4.8 Registration Centers

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

4.9 User Information System

S. No	User Information system- Minimum qualification
1	Integrated website and Smart Phone apps are provided for at least the Android and Apple operating system should be developed and maintained throughout the project, the apps developed should not be of hybrid nature and are supposed to be developed natively for the operating system.
2	Should be easy to access and able to provide information about the system- static and real time for the ease of the user
3	Should be linked to Google maps and user should be able to locate himself and find nearby docking stations along with real time status of bike and docks available in the stations.
4	Should have a user dashboard that allows new users to sign up and get filled forms for further processing at registration centers, also the existing users should be able to access information about their previous trips, smart card balance, top-up their smart card balance and other details.

5	Should have feature of route planner to help users integrate their trips with other modes of transportation.
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5. Implementation

5.1 Contract Period

This Contract is being granted for the installation and operation of the Bike Sharing System for a Contract Period of 10.9 years (including the time i.e., nine months required for system installation making it operational).

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

At the end of the Contract Period, the CSCL would either run the Facility itself or offer it on PPP. In case the Facility is offered on PPP, the Concessionaire would be given the “first right of refusal” i.e., the Concessionaire would be allowed to match the best Financial proposal available with the CSCL at that time. However, the first Right of Refusal shall be given only one time. However, the terms and conditions of the bidding process as well as those of the bidding documents shall be determined by the CSCL at its sole discretion. But on prior termination of the Concession Agreement due to Concessionaire’s Event of Default, then the Concessionaire shall have no right to exercise the “First Right of Refusal”.

5.2 On Ground Testing

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

- Staff required for operations and maintenance of the stations which are being tested.
- At least 60 Stations (with 15 bikes at each station), the Control Centre, and a depot for the purpose of training and testing of operations.

CSCL and Concessionaire shall use this period to understand the intricacies of operations and fine-tune the Bike Sharing System. No fines shall be applicable during this period. The Authorized Fleet requirement is not applicable in this period.

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5.3 List of Indicative Deliverables

The selected Concessionaire should submit an indicative timeline to CSCL on the deliverables of the system. The timelines should be such that the Concessionaire is able to start the operations of the system within 12 months of signing the contract.

5.4 Delay in implementation

The delay in providing the Bike Sharing System shall have the meaning ascribed thereto in Clause 10.8.

6 Service Level Agreements

In the event of acceptance of Bid, the Concessionaire would be required to execute an Agreement. The Service Provider Agreement shall be signed with the CEO, Chandigarh Smart City Limited within one (1) month of the issuance of the Letter of Acceptance to the Concessionaire or within such extended time frame as extended by CSCL in its sole discretion.

The Concessionaire will launch the Public Bike Sharing System complete in all respects as given in this RFP, within 12 months after the date of signing of the agreement. The Annual License fees payable by Concessionaire shall be paid in advance every year and if it is to be paid by CSCL, it shall be paid at the end of every year.

The concessionaire will be required to pay license fee (Negative) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is more. The Concessionaire will pay to CSCL the Annual License Fee atleast 10 days before the actual date of commencement of the operation and maintenance period. This date will be considered as due date for Annual License Fee for subsequent years.

However, in case of license fee (positive) is payable by CSCL, the CSCL will be required to pay license fee (Positive) for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is less. The same will be paid only after successful completion of one year of operation and maintenance period i.e. within 30 days after the completion of annual operation. This date will be considered as due date for Annual license fee for subsequent years. However, the payment will be made within 30 days of raising the invoice by the Concessionaire.

The Service level benchmarks and the corresponding Payment shall be made by the Concessionaire as per the following:

	S. No:	Performance Indicator	Explanation	Time	Acceptable Service Level	Penalty for not meeting the Acceptable Service Level
BIKE REDISTRIBUTION	1	High priority stations* - empty, peak hours	Percent of the time that high-priority stations are empty during peak hours	7am - 10 am & 4pm-7pm everyday	Should be less than 5% of the total time of operation	Rs 1000/ per station per instance

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	2	High priority stations- empty, non- peak hours	Percent of the time that high-priority stations are empty during non-peak hours	Operating hours excluding peak hours	Should be less than 10% of the total time of operation	Rs 1000/ per station per instance
Availability	3	Bicycle Availability	Average Bike fleet available per day.	During any point of time through the working hours from 06:00am till 10:00 pm	Should always be 95% or more of the total authorized fleet size	Rs 150/ per bike per instance
	4	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 95% of the agreed hours of operations (unless permission has been granted by CSCL for otherwise) \	Rs 1000/ per stationF per instance
Maintenance	5	Availability of the Website and smart phone app	% of total time in a month when website and smart phone app is not available	All through the month	The website and smart phone app are available for at least 95 % of the time during the entire month	Rs.50,000/- per month
	6	Maintenance Schedule	Keep all the bike in 95% running condition at all	During the entire operation	Keep all the bike in 95% running condition at all the	Rs 150/- per bike per instance.
Encroachment	7	Encroachment	Encroachment at station/terminal for purpose other than PBS system	No Encroachment allowed during the entire operations.	To keep the station/terminal allotted for PBS system free from encroachment, and should not be used for any other purpose	Penalty of Rs.25,000/- per instance per station
<p>* High priority stations will be identified by the concessionaire with the approval of CSCL. The CSCL may appoint independent monitoring and evaluation expert for monitoring the above stated</p>						

service level benchmarks.

6.1 Revision of User Charge

The User Charge shall be reviewed after every 2 years. The charges may be revised keeping in view the prevailing inflation and market conditions subject to an increase of max 10%. Please refer to **Annexure C**.

6.2 Damages

The Concessionaire shall be responsible for all damages to the Bike Sharing System. Damage to Project Asset due to regular wear and tear under filed conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Concessionaire shall be the liability of the Concessionaire. In such case Concessionaire shall repair and rectify at its own cost the damages to the satisfaction of CSCL. Concessionaire shall at its costs and expense purchase & maintain by due re-instatement or otherwise, during the Concession period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. All insurance proceeds if any shall be applied in rectification/repair of Project Assets. Damages due to vandalism and theft are also the responsibility of the Concessionaire, who should be insured against such, loses.

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

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

7. Summary of Responsibilities

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

7.1 CSCL

- Finalization of Station locations and sizes proposed by concessionaire.
- Review of Concessionaire plans for station siting.
- Provision of Land for Stations.
- Provision of space required for the Central Control system.
- Assisting concessionaire for getting 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.
- Compensation of Concessionaire based on service level benchmarks and penalties.
- Provision of rights to the CSCL to conduct an annual cycling event in Chandigarh along with Concessionaire.

7.2 Concessionaire

- Procurement of Hardware: Bikes + Stations (Terminals + Docks/ locking posts + Device for card verification)
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- Planning of Stations: Location of stations and Station siting Plans
- Installation of stations.
- Procurement of Dedicated Vehicles for redistribution and Daily redistribution of bikes
- Regular Maintenance of Stations and Bikes.
- Establishing and Operating Depots & Workshop for repair of bikes and other system parts and storage of spare parts and back up bikes.
- Registration of Users at notified registration centers.
- Collecting fare box revenue.
- Selling advertisement space on the system/ sponsorship rights to the system.
- Co organizing an annual cycling event in Chandigarh along with CSCL to promote cycling.
- Provision of Website and Smart Phone 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 operator)
- Ensure clearance and approval from all the required authorities for installation and operation of the system
- Replacement of Bike if it becomes unserviceable during operation period or as per the decision of CSCL.
- The concessionaire has to follow the traffic laws as per laws applicable in Chandigarh.

7.3 General Obligations

- The Concessionaire shall at its own cost and expense ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of CSCL to step into such contract at CSCL discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement or the Substitution Agreement.
- CSCL shall subscribe to the Substitution Agreement within Thirty (30) days of the intimation regarding financial close given by the Concessionaire.

8. Bidding Process

8.1. Bid Process- Steps

All bidding procedures will be as per the data mentioned in data sheet.

8.1.1. Pre Bid Meeting

Pre-Bid meeting will be held by CSCL as per RFP data sheet and timelines. This meeting is to address queries by bidders. Bidders may either present their questions about the project details and bidding process before the pre-bid meeting or at the meeting. No queries will be entertained after the date of pre-bid meeting. The questions will be addressed by representatives of CSCL. If required, changes may be made to the tender document based on the queries of Bidders.

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

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

8.1.3. Announcement of Bids

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

8.1.4. Technical Bid Presentation

The Responsive Bidders are required to also make a presentation on the technical proposal submitted before the opening of Financial bid as & when asked by the CSCL. Any questions on the technical proposal from the CSCL or its representatives have to be addressed by the bidder at the presentation.

8.1.5. Opening of Financial Bids

After the evaluation of Technical Bid has been completed, CSCL shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid as per clause defined in section 8.3.2. Decision of CSCL in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and returned unopened to the bidder.

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

8.1.6. Completeness of Bids & Rectification of Errors

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

8.1.7. Clarification of Bids

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

8.1.8. Rejection of Bid

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

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

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

8.2 Evaluation of bids:-

- CSCL will constitute a Bid Evaluation Committee to evaluate the bids.
- The Bid Evaluation Committee, CSCL may seek clarifications in writing from the Applicants on their proposals or/and may visit Applicant's site to validate the credentials/citations claimed by the Applicant in the bid.
- Each of the responses shall be evaluated as per the criteria's and requirements specified in this RFP document. CSCL reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.
- Technical eligibility will be done as per criteria defined in clause 8.2.2 and 8.3.1.
- All the bidders meeting the minimum eligibility criteria as mentioned above will be declared as technically qualified for opening of their financial bids.

8.2.1 Tests of responsiveness

Prior to evaluation of Bids, the CSCL shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- it is received as per the format defined in RFP document.
- it is received by the Bid Due Date including any extension thereof
- it is received online as stipulated in RFP
- it is accompanied by the Earnest Money Deposit, Bid Document fee;
- it is accompanied by the Power(s) of Attorney, if applicable;
- it contains all the information (complete in all respects) as requested in this RFP

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document (in formats same as those specified);

- it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant.
- it does Jcomply with all the Technical specifications and General Terms and conditions
- it does not contain any condition or qualification
- the Applicant has submitted all additional information or clarification as sought by C S C L within the prescribed period and;
- it is not non-responsive in terms thereof.

The CSCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the CSCL in respect of such Bid.

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

S.NO.	Basic Requirement	Specific Requirement	Documents required	Remarks
1	Applicant Entity	Legal entities duly registered under the relevant Act i.e., Company Act, Partnership Act, etc. In case of consortium, the lead member should have minimum stake of 51% in the consortium	(a) Certificates of incorporation; (b) Registration Certificates; (c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non- judicial stamp paper; (d) Statement of Legal Capacity as per Annexure J.	Scanned copy to be uploaded
2	Cost of RFP	The RFP document can be downloaded from website	RFP cost of Rs.25 ,000 in shape of demand draft favouring Chandigarh Smart City Limited	-do-
3	Bid Security / EMD	Earnest Money Deposit (EMD) of Rs.30,00,000/- (Rupees Thirty lakh only)	Deposit (EMD) of Rs.30,00,000/- (Thirty lakh only) in shape of demand draft favouring Chandigarh Smart City Limited	-do-

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4	Turnover	The Applicant or lead member (in case of consortium) shall have an average annual turnover of at least INR 15 crore in last 3 Financial Year (2014- 15, 2015-16, 2016-17) from their business. The entity should be in profit for the last three financial years.	a) Certificate(s) from statutory auditors of the Applicant b) Audited financial statements for the last three financial Years (FY2014-15,2015-16and 2016-17). In case the financial statement for 2016-17 is not audited then the same will be duly certified by the Chartered Accountant.	-do-
5	Net-worth	The Applicant or lead member (in case of consortium) shall have minimum Net-worth of Rs. 7.50 Crore at the end of last financial year i.e. 2016 - 17.	Certificate from Statutory Auditor of the Applicant. Net worth shall mean (Subscribed and Paid Up Equity + Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)	-do-
6	Registration under Tax Labour Laws Electrical Laws, etc	The Applicant or the Lead member should have a registered number of: (a) Goods & Services Tax; (b) Income Tax PAN; (d) ESI & EPF registration as per Labour Laws, if required	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Service Tax, ESI & EPF registration then the Applicant has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.	-do-
7	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ Chandigarh Administration, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as	Undertaking by the authorized signatory as well as all member of consortium as per the Annexure- L.	-do-

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		member of a Consortium.		
8	Technical Capacity	<p>Minimum successful experience during the last seven years ending last day of preceeding month in which applications are invited:</p> <p>development, operation and running of atleast one project of Public Bike sharing system with minimum 4,000 bikes</p> <p>OR</p> <p>development, operation and running of atleast two project of Public Bike sharing system with minimum 3,000 bikes each</p> <p>OR</p> <p>development, operation and running of atleast three project of Public Bike sharing system with minimum 2,000 bikes each</p>	<p>Certificate showing the experience by the bidder or the member of consortium having more than 26% stake, for successful completed projects of PBS system and in operation and running for a minimum of one year out of last seven years.</p>	-do-

Note :- Maximum members allowed in Consortium/Joint Venture-3

- 1) If the applicant is a 100% subsidiary of any legal entity in India or abroad, then the financial and technical capacity of such parent legal entity may be considered for purpose of eligibility criteria, subject to the condition that the parent company will own the responsibility of its subsidiary company.
- 2) In case of a Consortium, the combined technical capacity of those members, who shall have holding of at least 26% (twenty six per cent) each in the consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold not less than 26% (twenty six per cent) of the consortium.
- 3) Consortium as mentioned above shall be subject to the condition mentioned below in clause (5) and (6), and the Members should submit a Power of Attorney in favour of the Lead Member as per **Annexure H**.
- 4) The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.
- 5) No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

- 6) All financial documents in respect of eligibility criteria or otherwise mentioned in the RFP should be issued/ duly audited by a registered Chartered Accountant.

8.3 E-Bid Process- Evaluation

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

8.3.1. Evaluation of E- Technical Bids

The technical bids of the qualified bidder in eligibility criteria shall be technical evaluated by CSCL as per the minimum eligibility criteria as defined in Clause 8.2.2.

Proof of Concept: Mock up of 4 bikes, 4 docks, 1 station, 1 terminal and 1 Advertisement Panel with Digital Information Interactive Panel complete in all aspect required as per the pilot project, is to be carried out by the technically qualified bidder within 21 days after intimation from CSCL to show the performance by the firm before the committee of CSCL official before opening of the Financial Bids.

The decision of committee will be final and acceptable to the bidder.

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

8.3.2 Evaluation of Financial Bids

Financial Bids of the bidders who are technically qualified as per Clause 8.2.2 and qualified in proof concept as per Clause 8.3.1 will be opened.

8.3.2.1 Financial Bid Rejection Criteria:

- Incomplete Price Bid
- Price Bids that do not conform to the Financial Bid format

The financial bids shall be evaluated as per methodology given below:

8.3.2.2 Computation of Financial Amount (F):

After considering the capital cost (C), the O&M cost (OM), any other cost and revenue streams, the bidder has to submit the license fees of the operation and maintenance period as per the format of financial bid given at **Annexure B** in the RFP document. The bidder will quote Licence Fee per bike per year to be paid by concessionaire to CSCL.

Bidder has to quote License Fees Positive (+) or Negative (-) to be paid to the CSCL or vice-versa per bike per year. The Annual License fees payable by Concessionaire needs to be paid in advance every year. However, Annual License Fee payable by CSCL will be paid at the end of every year. There will not be any increase in the License fee quoted by the Bidder.

8.3.3 Selection of Preferred Bidder

- The financial amount as calculated above for all technically qualified bidders will be

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placed in ascending order.

- The technically qualified bidder whose financial amount is lowest, will be declared as Bidder.
- In case two or more technically qualified bidders have same financial bid, then in such case, the Preferred Bidder will be selected on the basis of highest turnover. In case turnover is also same, then the Preferred Bidder will be selected on the basis of experience of having more number of bike months. In case the experience is also same, the preferred bidder will be selected by draw in between such technically qualified bidders having same financial amount, turnover and experience.
- The License Fee that will be quoted by the Bidder could be positive (+) or negative (-). Positive License fee is the amount that will be paid by CSCL to the Bidder/Concessionaire whereas negative License fee is the amount the Bidder/Concessionaire will pay to CSCL. The Bidder shall clearly mention in their Financial Proposal whether the License Fee is Positive (+) or Negative (-). In case a bidder quotes zero, neither CSCL will pay License fee to the Concessionaire nor Concessionaire will pay License fee to the CSCL.
- For the purpose of evaluation of Financial Proposals, the Financial Proposal with the highest Negative License Fee Amount, as per the Financial Proposal, would be ranked L1 and other proposals subsequently would include lower Negative License Fee Amount.

For Example: if the Negative License Fee quoted by various Bidders to the CSCL is (5), (6), (7) and (8) then:

Bidder quoting (8) would be L1
Bidder quoting (7) would be L2
Bidder quoting (6) would be L3
Bidder quoting (5) would be L4

The Negative License Fee shall be followed by lowest Positive Fee followed by higher Positive License Fee requirement.

For Example: if the Positive License Fee quoted by various Bidders to the CSCL is (1), (2), (3) and (4) then:

Bidder quoting (1) would be L5
Bidder quoting (2) would be L6
Bidder quoting (3) would be L7
Bidder quoting (4) would be L8

- Further, a Bidder can only quote only one License Fee. Each of these License Fee could either be Positive License Fee or Negative License Fee but not both. If a Bidder quotes both Positive and Negative, or quotes more than one value for in the Financial Proposal, the Bid will be declared void and thus rejected.

8.3.4 Online E-Tender submission process for Bidder

- i) Tender documents can be and downloaded from website <http://etenders.chd.nic.in/nicgep>.

- ii) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- iii) Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- iv) Bidder must positively complete online e-tendering procedure at **<http://etenders.chd.nic.in/nicgep>**
- v) Department shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
- vi) For any type of clarification bidders can email at **smartcity.chd@nic.in**
- vii) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the original copy of same in physical form with the offer of particular tender.

9. General Instructions to Bidders

9.1. Due Diligence

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

9.2. Cost of Bidding

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

9.3. Clarification to RFP Documents

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

Contact for questions about RFP submission procedures, Technical Specifications and Terms and Conditions at : CHANDIGARH SMART CITY LIMITED , Room No. 223, Second Floor, Municipal Corporation Building Sector 17, Chandigarh. Email: smartcity.chd@nic.in.

Nothing in this section shall be taken to mean or read as compelling or requiring CSCL to respond to any questions or to provide any clarification to a query. CSCL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if CSCL in its sole discretion considers that no reply is necessary. No extension of Deadline for Submission of Bids will be granted on the basis or grounds that CSCL has not responded to any question or provided any clarification to a query.

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The following conditions for consortiums shall apply:

1. A consortium agreement which specifies the exact members of the consortium provided in the format given in **Annexure I**.
2. Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
3. Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with CSCL. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on Stamp paper of relevant value, the formats for which are supplied with this RFP.
4. The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
5. In case of the Concessionaire being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956/2013 (Special Purpose Company). The Concession Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the Concession Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Concession Agreement, not less than 20% of the aggregate shareholding of the newly incorporated consortium company. However, the member whose experience has been claimed for meeting the Technical Capacity will have to hold, initially and at all times for during the duration of the Concession Agreement, not less than 26%.
6. A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
7. Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
8. Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Service Provider Agreement shall entitle CSCL to reject the Bid in its sole discretion.
9. CSCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Service Provider Agreement.

9.6.5. Authentication of Bid

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

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9.6.6. Validation of interlineations in Bid

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

9.6.7. Number of Copies of Bid

No Physical documents shall be accepted from the bidders.

9.6.8. Bid Submission

The Tenders shall be called as per three Bid system and through e-tendering portal of Chandigarh Administration i.e. <http://etenders.chd.nic.in/nicgep>. No Physical documents shall be accepted from the bidders.

Folder - 1:

EMD and Document Fee -Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with License Fee ” ’

(a) The Bid Security of the required value under Folder 1 as EMD and document fee.

Folder -2:

Technical Bid -Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with License Fee ”

- a) Original RFP document/any addendum, any other correspondence, certificates and samples duly signed by authorized signatory.
- b) Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the Board of Directors.
- c) Documents related to meeting the eligibility criteria as mentioned in Clause 8.2.2.
- d) Various Annexure / Formats i.e., Annexure D - Format for Letter of Application, Annexure F - Format for General Application, Annexure G - Format for Undertaking, Annexure H - Format for Power of Attorney if applicable, Annexure I - Joint Bidding Agreement for Consortium, if applicable, Annexure J - Statement of Legal Capacity and Annexure L – Debarring Affidavit

Folder -3:

“Financial Bid —Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with License Fee

All the Folders viz. ‘1’ ‘2’ and ‘3’ addressed to the Chief Executive Officer, Chandigarh Smart City Limited, Chandigarh shall be sent online.

9.7. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

9.7.1. Technical Bid with Bid Security

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

9.7.2. Financial Bid

The Financial Bids should be in the form and manner set forth in Annex B.

9.8. Period of Validity of Bids

9.8.1. Validity Period

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

9.8.2. Extension of Period of Validity

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

9.9. Deadline for Submission for Bids

9.9.1. Last Date and Time for Submission

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

9.9.2. Extension of Deadline for Submission of Bids

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

9.10. Modification and Withdrawal of Bids

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

9.11. Bid process – Discharge of Bid Security

9.11.1. Discharge of Bid Security of Other Bidders

The Bid Security of Bidders other than the Bidder selected to be the Concessionaire will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th

(thirtieth) day of the signing of the Service Provider Agreement with the Concessionaire. No interest shall be paid by CSCL on the Bid Security.

9.11.2. Discharge of Bid Security of Concessionaire

The Concessionaire shall be required to furnish a performance guarantee of 1.5 Crore on or before the date of signing the Service Provider Agreement.

9.11.3. Forfeiture of Bid Security

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

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

9.12. Signing of Provider Agreement

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

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

9.13. Annulment of Award

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

9.13.1. Failure to abide by the Provider Agreement

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

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

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

10. General Conditions of Contract

10.1 Application

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

10.2. Standard of Performance

The Concessionaire 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. Concessionaire shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Bike Sharing System. In the event that CSCL requires any interaction and / or arrangement with a third party in relation to the Bike Sharing System, Concessionaire shall act as a faithful advisers to CSCL in such process and shall, at all times, support and safeguard CSCL's legitimate interests in this context.

10.3. Use of Service Provider Agreement & Information

Concessionaire shall not, without CSCL'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 CSCL in connection therewith, to any person outside the scope of the Bike Sharing System.

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

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

10.4. Indemnity

Concessionaire shall at all times, i.e. during the subsistence of the Concession Agreement and any time thereafter, defend, indemnify and hold CSCL 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 Concessionaire of any covenant, representation or warranty or from any act or omission of the Concessionaire or his agents, employees or subcontractors.

10.5. Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance from the CSCL, Concessionaire shall furnish a performance guarantee to CSCL, for an amount equal to Rs. 1,50,00,000/- (Rupees One Crore and fifty lakh). The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque.

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

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

Performance Guarantee to be kept 1.5 crores shall be released after 6 months from the date of completion of concession period and handing over of all the facilities to the CSCL.

10.6. Representations and Warranties

Concessionaire hereby represents and warrants that the hardware, software, and the services implemented under the Bike Sharing System shall be:

- In accordance with the standards laid out in the RFP by CSCL for the Bike Sharing System and those provided during the term of the agreement;
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in Clause 4;
- sufficient for the purpose(s) for which they are designed and developed;
- Be new;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- Be free from defects in design, material and workmanship, whether latent or otherwise,

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

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

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

10.7. Assignment

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

10.8. Delay in providing the Bike Sharing System

The Concessionaire shall ensure that the Bike Sharing System is provided to CSCL as per the time schedule given in the Concession Agreement and / or any amendments thereto. A delay by

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Concessionaire in the performance of its obligations under the Concession Agreement shall render Concessionaire liable to any or all the following sanctions in the sole discretion of CSCL:

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

If at any time during performance of the Concession Agreement, Concessionaire should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Concessionaire shall promptly notify CSCL in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Concessionaire's notice in this behalf, CSCL shall evaluate the situation and may at its discretion extend Concessionaire's time for performance of Concessionaire'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 Concession Agreement as may be mutually agreed to between the parties.

10.9. Quality check & acceptance of equipment

Concessionaire shall finalize a Quality Checks and Acceptance Test Plan of offered systems to CSCL and after finalization; the same shall form part of the Concession Agreement. The bikes offered by the Concessionaire for the Bike Sharing System shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the Bike specifications by CSCL or its authorized agency.

10.10. Liquidated Damages

In the event of delay in supply of the Bike Sharing System by the Concessionaire beyond the Commencement Date (including the grace period) and up to the end of the additional period (90 days) provided by CSCL, Concessionaire shall pay to CSCL liquidated damages at 0.20% of the performance guarantee per day of delay in making the service operational, for the first 90 days.

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

10.11. Right to Inspect Bikes, Support Facilities and Documents

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

CSCL reserves the right to inspect/arrange inspection of any Bike, station, and/or any support facility used by Concessionaire in relation to the implementation of the Bike Sharing System, through an authorized agent / representatives during office hours of Concessionaire. Concessionaire shall at all times assist CSCL in such inspections.

CSCL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, applicable fees etc. of the Service Provider at any time to monitor compliance with

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Concessionaire's obligations in relation to implementation of the Bike Sharing System, through an authorized agent or representatives during office hours of Concessionaire. Concessionaire shall at all times assist CSCL in such inspections.

10.12. Ownership & Protection of Property/Data

- (a) CSCL shall retain the title and ownership of any site allotted by CSCL to Concessionaire for purposes of carrying out Concessionaire's obligations in relation to the Bike Sharing System. Such title and ownership of CSCL in any such site shall not pass to Concessionaire. However, CSCL may enter an agreement to license the premises to the Concessionaire at a nominal rental (e.g. Re 1 per year) for concession period. CSCL shall, hand over to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Sites free from Encumbrance, for the purpose of implementing the Project having right of way on License basis at a nominal rental of Re. 1 per annum for the Term and the Concessionaire shall execute a separate Land License Agreement with CSCL together with the execution of this Agreement. The license rental can be paid in advance for such period of time as the Concessionaire may deem fit. Land required for the Project will be provided to the Concessionaire by CSCL on license, co-terminus with the Concession Agreement.
- (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Sites save and except as set forth and permitted under this Agreement.
- (c) The Concessionaire shall not, without the prior written approval of the CSCL, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (d) CSCL shall own any and all data created out of the Bike Sharing System at all times, during and after the expiry / termination of the Concession Agreement. Concessionaire shall not have any claim on and for such data and shall not for any reason withhold such data from CSCL.
- (e) Concessionaire shall exercise all due caution to protect and maintain the data created out of this Bike Sharing System, including identification and financial data collected from Members. Concessionaire shall not share, sell, or in any manner use the data created by Concessionaire out of this Bike Sharing System otherwise than in accordance with the terms of the Concession Agreement.
- (f) After the expiry or termination of the Concession Agreement, Concessionaire shall have no right, title, or interest in or to any work including without limitation the designs, software, modifications or facilities under the Bike Sharing System for any purpose whatsoever. The Concessionaire shall hand over all project assets, identification and financial data about Members to CSCL.

10.13. Confidentiality of Concessionaire

10.13.1. Confidential Information

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

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

10.13.2. Confidential Exceptions

Confidential Information shall not include information which:

- is or becomes generally available to the public without any act or omission of Concessionaire
- was in Service Provider's possession prior to the time it was received from CSCL or came into Concessionaire's possession thereafter, in each case lawfully obtained from a source other than CSCL 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, Concessionaire shall so notify CSCL before such disclosure; or
- is independently developed by or for Concessionaire by persons not having exposure to CSCL's Confidential Information

Concessionaire's obligations of confidentiality regarding CSCL's Confidential Information shall remain in effect for a period of 3 (three) years after the expiry or earlier termination of the Service Provider Agreement.

10.14. Force Majeure

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

If a Force Majeure situation arises, Service Provider shall promptly notify CSCL in writing of such conditions and the cause thereof. Unless otherwise directed by CSCL in writing, Service 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 Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Concessionaire or CSCL. 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

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- 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
- Action of a Government Agency having Material Adverse Effect including but not limited to
 - Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Bike Sharing System or any part thereof or of Concessionaire'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 Concessionaire'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 Concessionaire or its contractor as the case may be is bound
- Early termination of this Agreement by CSCL for reasons of national emergency or national security.
- War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

10.15. Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 10.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

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

10.16. Events of Default and Termination

Events of Default shall mean either Concessionaire Event of Default or CSCL Event of Default or both as the context may admit or require.

(A) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default"):

- a. The Concessionaire abandons or manifests intention to abandon the construction or operation of the Project without the prior written consent of the CSCL;

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- b. the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- c. the Concessionaire has failed to make any payment due on license fee to the CSCL within 30 days after receiving notice from the CSCL that such payment is overdue;
- d. the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- e. the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- f. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;

(B) CSCL Event of Default

Any of the following events shall constitute an Event of default by CSCL ("CSCL Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

The CSCL commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(C) Termination due to Event of Default

- **Termination for Concessionaire Event of Default**

(i) Without prejudice to any other right or remedy which CSCL may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, CSCL shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement.

Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 10.16 (A), CSCL may terminate this Agreement by issue of Termination Notice in the manner set out under Clause 10.16 (D).

(ii) If CSCL decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within fifteen (15) days of receipt of the Preliminary Notice, the Concessionaire shall submit to CSCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 15 days, CSCL shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

(iii) If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefor, the Concessionaire shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, CSCL shall be entitled to

terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security.

- **Termination for CSCL Event of Default**

(i) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of CSCL Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

(ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to CSCL. Within 15 days of receipt of Preliminary Notice, CSCL shall forward to the Concessionaire its proposal to remedy/cure the underlying Event of Default (the "CSCL Proposal to Rectify"). In case of non-submission of CSCL Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

(iii) If CSCL Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, CSCL shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however CSCL fails to remedy/cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

(D) Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement, it shall issue Termination Notice setting out:

- (i) In sufficient detail the underlying Event of Default;
- (ii) The Termination Date which shall be a date occurring not earlier than 45 days from the date of Preliminary Termination Notice;
- (iii) Any other relevant information.

(E) Withdrawal of Preliminary Notice

Notwithstanding anything contained in this Agreement, if the Party who has been served with the Preliminary Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Preliminary Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

10.16.1.1. Post-Termination Payments in the event of the Termination by CSCL

- In the event of the Termination by CSCL, CSCL shall have the right to invoke the Performance Guarantee and/or take any other action including provisioning of the equipment of the Bike Sharing System through any replacement Concessionaire selected by CSCL in its sole discretion at the risk and cost of the Concessionaire, and/or

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- Take over the entire infrastructure developed by the Concessionaire for the Bike Sharing System or any part thereof.
- CSCL shall not be liable to pay any post-termination payment to Concessionaire.
- In addition, CSCL reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Concessionaire and black-list the Applicant / Concessionaire.

10.16.1.2. Post Termination Payments in the event of the Termination by Concessionaire

Upon Termination of this Agreement on account of CSCL Event of Default, the Concessionaire shall be entitled to the following:

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

10.17. Assignment

- (a) The Concessionaire shall not assign in favor of any person this Agreement or the rights, benefits and obligations here under save and except with prior consent of CSCL.
- (b) The Concessionaire shall neither create nor shall permit to subsist any Encumbrance over the Project Facilities.
- (c) The Concessionaire may assign its rights and benefits under this Agreement to or in favor of the Lenders as security for financial assistance provided by them.

10.18. Arbitration

If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the “**Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee**” or the rights, duties or liabilities of any Party under the PBS Agreement, whether before or after the termination of the PBS Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by Commissioner, Municipal Corporation Chandigarh and two other authorised members of the organisation. The authorized representative of the Concessionaire will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to go in for Arbitration

The dispute shall be settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. There shall be a Board of 3 (three) arbitrators of whom one shall be appointed by the Concessioneing Authority, one shall be appointed by the Concessionaire, and the third shall be appointed by the two arbitrators appointed as aforesaid.

The award of the Arbitral Tribunal shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at

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Chandigarh only. Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

10.19. Jurisdiction

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

10.20 FRAUD AND CORRUPT PRACTICES

10.20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the CSCL may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CSCL shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the CSCL under the Bidding Documents and/ or the Contract, or otherwise.

10.20.2 For the purposes of this Clause 10.20, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the CSCL in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the CSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Annexure A. Technical Bid

The Bidder (s) will have to submit the Technical Bid and documents as set forth in Clause 8.2.2 and as per RFP and its Annexures to meet the eligibility criteria.

Annexure B. Format for E-Financial Bid

The Bidder (s) will have to submit the financial bid in the letterhead of their company. In case of Consortiums, in the letterhead of the lead consortium member. The format will be the same as the one mentioned below. The financial offer for PBS system in Chandigarh are offered below:

Licence Fee per bike per year for PBS system in Chandigarh

The License Fee is Positive/Negative:

1	In Figures	
2	In Words	

**In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*

The above offer has been quoted after considering the below:

- I. In the above format, Bidder has to quote License Fees Positive (+) or Negative (-) to be paid to the CSCL or vice-versa per bike per year. The Annual License fees is payable by Concessionaire or vice-versa as set forth in Clause 6 of RFP document. There will not be any increase in the License fee quoted by the Bidder.
- II. The bidder shall quote the License Fees in the format above after considering all the taxes, fees , services taxes, duties, and any other liabilities during the concession period and the concessionaire will be sole responsible for all liabilities of this project. Any revision or enforcement of taxes, fees, duties etc. have to be borne by the bidder. Nothing extra shall be paid by CSCL.
- III. The above offer rates by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The bidders shall include all duties, taxes, services, EPF, Insurance, ESI and other levies etc.
- IV. The bidder will pay to CSCL the Annual License Fee (If Negative) atleast 10 days before the actual date of commencement of the operation and maintenance period. If bidder fails to deposit license fee within due date, the interest rate i.e., 18% per annum shall be charged.

Signature of the Bidder

Seal and Stamp

Name

Designation

Annexure C. Fare Structure

PASSENGER FARE DETERMINATION AND COLLECTION

CSCL will determine the membership fees and usage fees that will be charged from the users of the Public Bike Sharing System. No additional fees may be collected by the Concessionaire or its staff. Tipping or any exchange of money for preferential service will be discouraged by the Concessionaire and its staff caught doing this will be disciplined accordingly. The proposed fare collection system will involve:

- a) Docking Stations which can handle card transactions and
- b) A mechanism to handle cash transactions. E.g. A chain of existing retail outlets who will act as partners in handling cash transactions. The retail outlets can be selected based on their proximity to the PBS stations or important points in the city. The retail outlets will be equipped to handle card transactions as well.
- c) Registration centres, which can in addition to handling of registration as described above, can also handle card and cash transactions for fare collection.

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

- a) Security Deposit
- b) User Fee
- c) Monthly/ Quarterly/ Yearly pass
- d) Processing Fee

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 of bikes and should not exceed an amount of Rs.250. Ideally the security deposit charged from each user should be the insurance amount/Bike. This will be charged for both subscription user/ members as well as casual users for the length of their use/membership, at the end of which it would be returned, in case there has been no case of missing bikes attributed to the person's account.

b) **User Fees:**

The fees users pay based on the amount of time bikes were borrowed, each time, before it is returned to the system

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Time Span	User Fee (Rs.)
Upto 30 mins	Free
Upto 1 hour	5
Upto 3 hour	7
Upto 5 hour	10
Upto 12 hour	20
Upto 24 hours (Maximum)	50

Note: In case a casual user opts for a free ride for Time span of upto 30 minutes, the same user will be able to avail the next free ride only after 2 hours of such free ride.

c) Monthly/ Quarterly/ Yearly Pass:

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

The type of passes offered in the system are-

Subscription Type	User fees (inRs.)	Security Deposit (inRs.)	Smart Card (inRs.)	Total (inRs.)
One year pass	1000	250	100	1350
Three Month Pass	400	250	100	750
One Month Pass	200	250	100	550

d) Processing Fees:

An amount of Rs.10 is charged as processing fee for issuing a card to the casual users.

An amount of Rs.100 will be charged to the members while issuing the smart card services to the subscription users/ members. This amount will be charged only once during the first time of registration.

The subscription card for members and Casual user card for casual users can be differentiated by using two different colours.

The different chargeable fees as per the different user group are summarized below

	Security Deposit	Passes	User Fees	Processing Fees
Member/ Subscription User	√	√	√	√ (one time)
Non-Member/Casual User	√		√	√

The subscription user/ members will be eligible to top-up their smart card against the monthly/ quarterly/ yearly passes. The respective user charges will get deducted from the top up balance. The member has to maintain a minimum balance of Rs.5 to make a ride, without which the system will flag the user and prevent him/ her for further use of Bike until recharge is carried out. If a member makes a ride costing more than the amount he/ she had in his/her account, then the remaining amount will be deducted from the security deposit and the respective member will not be able to make a ride until unless he/ she pay the balance amount of security deposit (Rs.250-extra usage charges).

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(e) The casual user has to register in any of the 64 locations via paying Rs.300 as minimum initial purchase of price card. A casual user card will be issued immediately against his registration. The user has to maintain a minimum balance of Rs.5 to make a ride, without which the system will flag the user and prevent him/ her from using a Bike until recharge is carried out. An amount of Rs.10 will be charged as processing fees along with the usage fees. The casual user will get their security deposit back from any of the registration centre after returning the Bike and smart card.

User Type	Security Deposit (inRs.)	Processing Fees (inRs.)	User Fees (inRs.)	Total (inRs.)
Casual User	250	10	40	300

If a casual user makes a ride costing more than the amount he/ she has in his/her account, then the remaining amount will be deducted from the security deposit and the respective casual user will get the balance amount (Rs.250- extra usage charges) as refundable security deposit.

The casual user can top up their weekly card in denominations of Rs.10 as per their usage requirement. The top-up amount will determine the minimum allowable usage till the weekly card expires.

Annexure D. Format for Letter of Application

Date:

To,

The -----

Chandigarh Smart City Ltd.

Chandigarh.

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter “the Bidder”), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. _____, the undersigned hereby applies to be qualified by you as a Concessionaire for the Bike Sharing System in Chandigarh.

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

- The applicant’s legal status
- The applicant’s principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP.
- Online Scan EMD/Bid Security amount of Rs.30,00,000/- (Rs 30 Lakh)
- Online Scan Bid document fee Rs.25000/-

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

This application is made in the full understanding that:-

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

CSCL has reserved the right to:

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

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

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

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The Bid Purchase amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number _____ dated _____ of bank _____ drawn in favour of _____ and payable at Chandigarh (in the event that the RFP has been downloaded in electronic form)

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

Signed,

[Name]

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

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Annexure E. Format for Performance Guarantee

(For “Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee”)

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

THIS DEED OF GUARANTEE executed on this the day of2017 atby..... (Name of the Bank) having its Head/Registered office at.....and a Branch Office athereinafter referred to as “the Guarantor” which expression shall unless it is repugnant to the subject or context thereof include its successors and assigns;

In favour of

CEO, CSCL in his executive capacity for CSCL, represented by the Chandigarh Smart City Limited, having its Head Office at -----Chandigarh -----, hereinafter called “CSCL” (which Expression shall include its successors and assigns); WHEREAS

A. By the Concession Agreement dated entered into between CSCL and M/s.----- Limited, a company incorporated under the Companies Act, 1956 having its registered office at Hereinafter called “the Company”, (“the Concession Agreement”) the Company has been granted the Concession to implement the project for the work of “**Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode**”.

B. In terms of provisions of the Request For Proposal (RFP) document, the Company is required to furnish to CSCL, an unconditional and irrevocable bank guarantee for an amount of Rs. _____(Rupees_____only) as security for due and punctual performance/discharge of its obligation under the Contract Agreement during the contract period. ‘Contract Period’ for the purpose of this Guarantee shall mean the period fromto.....

C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the ‘Contract Period’.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due punctual performance by the Company of all its obligations under the Contract Agreement during the ‘Contract Period’.
3. The Guarantor shall, without demur, pay immediately to CSCL sums not exceeding in aggregate Rs. _____(Rupees_____only) of receipt of a written demand thereof from CSCL stating that the Company has failed to meet its performance obligations under the Concession Agreement during the ‘Contract Period’*. The Guarantor shall not go into the veracity of any demand made by CSCL and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.
4. In order to give effect to this Guarantee CSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/delayed exercise of any of its rights by CSCL or any indulgence

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shown by CSCL to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by CSCL or any indulgence shown by CSCL, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.

7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under_____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN SIGNED AND DELIVERED by -----
-----Bank by the hand Shri----- it's at its Head Office/..... Branch Office and authorized official

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

Annexure F. Format for General Information

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

Annexure G. Format for Undertaking

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

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

Annexure H. Format for Power of Attorney

Know all men by these present that we, _____ and _____ (herein after collectively referred to “the consortium / joint venture”) for execution of tender. Whereas the CSCL has invited tenders from the interested parties for the Bike Sharing System in Chandigarh.

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

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

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

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

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

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

[Signature]

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

[Signature]

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

Notes

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

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

Annexure I. Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 2017.

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The number of Parties will be shown here, as applicable, subject however to a maximum of three (Three).

WHEREAS

(A) Chandigarh Smart City limited (CSCL), represented by its Chief Executive Officer and having its principal offices at Municipal Corporation Buliding, Sector 17, Chandigarh (hereinafter referred to as the “**CSCL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Proposal No. dated(the “**RFP**”) Request for Proposal for “**Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in CSCL area for a period of 10.9 years.**”.

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

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process .The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

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3. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Consortium shall become effective;

(b) Party of the Second Part shall be -----

(c) Party of the Third Part shall be -----

4. Joint and Several Liability

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

5. Holding in the Consortium

5.1 The Parties agree that the proportion of holding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

5.2 The Parties undertake that they shall comply with all holding lock-in requirements set forth in the Concession Agreement. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the CSCL. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

(i) number of members in a consortium shall not exceed Three;

(ii) the Application should contain the information required for each member of the Consortium;

(iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall hold a minimum stake of 51% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-H**, signed by all the other members of the Consortium;

(iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;

(v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;

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(vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;

(vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

(viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.

(ix) members of the Consortium shall enter into this Joint Bidding Agreement, (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

(a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;

(b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;

(c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement

(d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the CSCL against any losses or third party claims arising due to the sub-contractor/consortium's default

(e) that the proposed roles and responsibilities, if any, of each member;

(f) the minimum holding commitment to be held by each member;

(g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the Consortium.

(h) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period, except as provided in this RFP document.

(i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that: (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement; (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

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

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

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

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

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

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

7. Termination

This Agreement shall be effective from the date thereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD/Bid Security by the CSCL to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of {India}.

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

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

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure J. Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Digital Signature, name and designation of the authorised signatory)

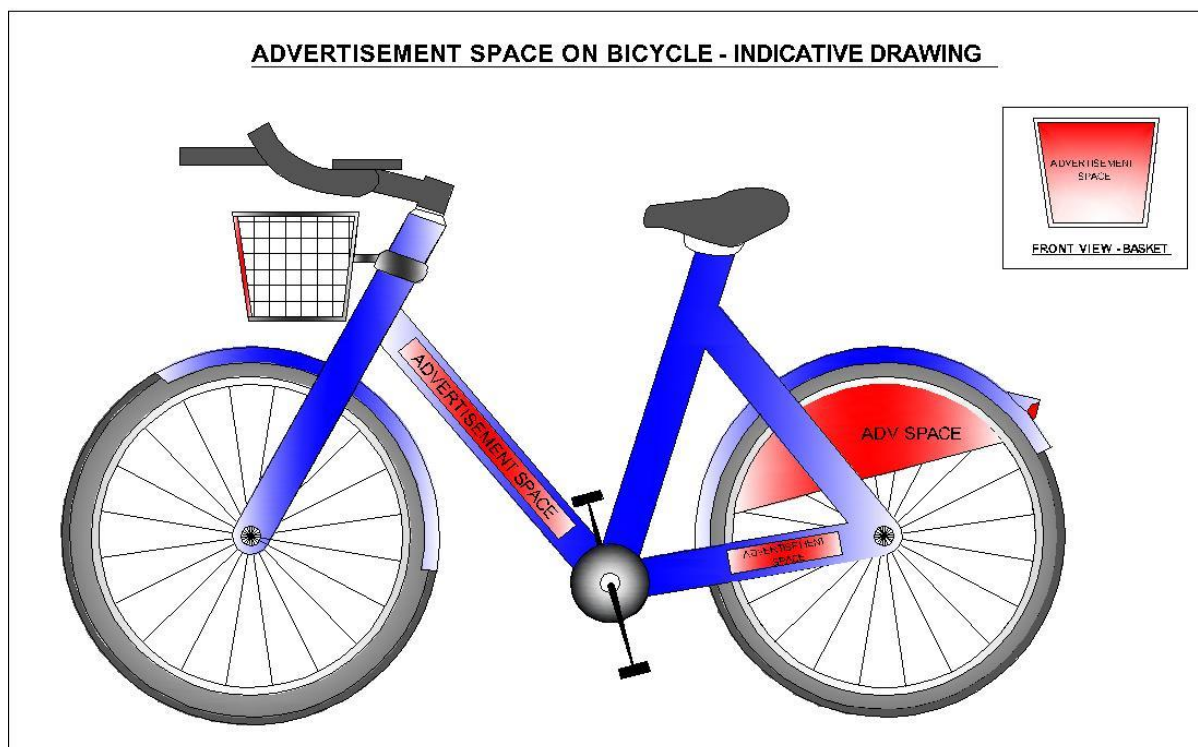
For and on behalf of.....

** Please strike out whichever is not applicable.*

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DETAILS OF DESIGN MODEL FOR BICYCLE DOCKING STATION

S.No.	Capacity (Nos.)	Dimension (m)	Details – Nos. and Size					
			Display Board		Avertisement Space - I		Avertisement Space - II	
			Nos.	Size (m)	Nos.	Size (m)	Nos.	Size (m)
1.	12 + 2	10.871x1.800	1	1.30x2.50	3	3.115x1.500	NA	
2.	16 + 4	14.675x1.800	1	1.30x2.50	6	3.000x1.500	2	0.507x1.500



Annexure L: NON-DEBARRING AFFIDAVIT

(duly attested by Notary Public/First Class Magistrate on stamp paper of Rs. 50/-.)

I/We have not been blacklisted /FIR registered/Debarred/Criminal Investigation pending/Not defaulted on payment/Suspended by any Government or Semi Government or Corporation or Private Organisation during the last seven years.

Further that if such a violation comes to the notice of CSCL/Department, then I/We shall be debarred for tendering in Chandigarh Administration, U.T. Chandigarh in future forever.

Also, if such a violation comes to the notice of CSCL/Department before the date of start of work, the Authority shall be free to forfeit the entire amount of earnest money and/or Performance Guarantee.

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Annexure M: Draft Concession Agreement or Service Provider Agreement

AGREEMENT No. _____

This Concession Agreement or Service Provider Agreement is made on the _____ day of the month of _____ 2***, between, on the one hand, the _____ (hereinafter called the “CSCL” which expression shall include their respective successors and assigns, unless the context otherwise requires)

and, on the other hand, _____, a company incorporated under the Companies Act, 1956/2013 (hereinafter called the “Concessionaire or Service Provider” which expression shall include their respective successors and permitted assigns).

WHEREAS

A. The CSCL vide its Request for Proposal (RFP) for **Engagement of Agency for Design, Built, Operate & Transfer of Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode with Licence Fee** (hereinafter called the “Project”) invited proposals;

B. Pursuant to the evaluation of the Proposals received, the CSCL accepted the Proposal submitted by M/s _____ (the Successful Bidder) and issued a Letter of Acceptance (LOA) dated _____, to M/s _____, requiring inter alia the execution of the Contract;

C. The Successful Bidder has since, in compliance with the terms of the RFP and the LOA, shall implement the Project in terms of the RFP /the General Conditions of Contract.

D. Subsequently, the Successful Bidder has in terms of the LOA and as per the RFP, made the following payments / fulfilled the following prerequisites to the execution of this Contract,:

i. furnished to CSCL, an unconditional and irrevocable bank guarantee of Rs. ----- towards the Performance Security from _____ Bank, payable and enforceable at Chandigarh and fulfilled the other prerequisites as per the provisions of RFP and LOA.

E. Pursuant to the fulfillment of the above prerequisites to the execution of the Agreement, the CSCL hereby agrees for the implementation of the Project by the Service Provider on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP /Conditions of Contract referred to.
2. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) This Agreement
 - b) RFP
 - c) Annexure to the Agreement as mentioned in the RFP/General Condition of Contract;
 - d) Any addendum and corrigendum to the RFP and Response to Pre-Bid queries
 - e) Technical and Price Proposals submitted by the Service Provider dated _____
 - f) Letter of Acceptance (LOA) no. _____ dated _____ issued by CSCL to the Service Provider
 - g) Bank Guarantee no. _____ towards Performance Security
 - h) Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement or by way of revised or improved understanding of any terms of the Agreement as appended herein.

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3. The Concessionaire/Service Provider hereby covenants with the CSCL to discharge the scope of work and other terms and conditions as specified in the RFP document in its entirety.

4. The CSCL hereby covenants to pay the Concessionaire or vice-versa as per the payment terms mentioned in the RFP document.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

.....
Name
on behalf of the CSCL

.....
Name
on behalf of the Concessionaire/Service
Provider

in the presence of:
Witnesses

In the presence of:
Witnesses

ANNEXURE N: SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the-----day of -----(Month)----(Year)at-----.

AMONGST,

CSCL, established under the provisions of the
(hereinafter referred to as “CSCL” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

,a company incorporated under provisions of the Companies Act, 1956/2013, having its registered office at ,herein after referred to as “Concessionaire” which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

AND

YYYY (Financial Institution/Bank) having its Registered Office/Head Office at-----
-----herein after referred to as“ the Lender”. OR

ZZZZ (Financial Institution/Bank) having its Registered Office/Head Office at-----
-----acting for and on behalf of the Lenders listed in Schedule I here to (hereinafter referred as“ the Lenders' Representative”.

WHEREAS

CSCL desires to Engage a Agency for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh on Public Private Partnership (PPP) mode ;

A. By the Concession Agreement dated entered into between CSCL and the Concessionaire (herein after referred to as “the Concession Agreement”) the Concessionaire has been granted the Concession to implement the Project on BOT basis;

B. With a view to facilitate financing of the Project by the Concessionaire, CSCL and the Concessionaire have agreed to enter into a Substitution Agreement being these presents with the Lender/s/Lenders' Representative.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this agreement and includes any amend mentor modification made to this agreement in accordance with the provisions hereof.

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“Financial Assistance” means the financial assistance set forth in Schedule I hereto, agreed to be provided by the Lender(s) to the Concessionaire for financing the Project.

“Lender(s)” means the financial institutions/banks whose name(s) and addresses are set out in Schedule I hereto.

“Residual Concession Period” means the period which shall be the remainder of the Concession Period computed from the date of substitution of the Concessionaire by the Selectee.

“Selectee” means a Person proposed by the Lender/Lender’s Representative pursuant to this Agreement and approved by the CSCL for substituting the Concessionaire for the Residual Concession Period, in accordance with the provisions of this Agreement.

"Suspension Period" means the period commencing from the expiry of the Date of Termination specified in the Preliminary Notice and ending on the date on which all formalities connected with substitution of the Concessionaire by the Selectee including handing over of Sites /Project Facilities, in accordance with this Agreement are completed and the substitution has become effective.

1.2 Capitalized terms used in this Agreement but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

ARTICLE 2 SUBSTITUTION OF THE CONCESSIONAIRE BY THE SELECTEE

2.1 Lenders right to Substitute

CSCL and the Concessionaire here by irrevocably agree that upon Termination of the Concessionaire simultaneously by XXX, the Lender(s) shall, without prejudice to any other rights or remedies available to them under law/Financing Documents and without being required to exercise or exhaust such rights or remedies, have the right to seek substitution of the Concessionaire by Selectee for the Residual Concession Period under the Concession Agreement in accordance with the provisions of this Agreement.

2.2 Preliminary Notice of Termination

CSCL shall as soon as possible but in any case not later than 15 days of its knowledge of the occurrence of such Termination issue Preliminary Notice of Termination to the Concessionaire in terms of Clause_____ of the Concession Agreement, with a copy thereof simultaneously to the Lenders. Provided, if the Concessionaire Event of Default is the one set out in Clause_____ of the Concession Agreement, CSCL shall not be obliged to issue Preliminary Termination Notice until receipt by CSCL of their call notice issued by the Lender(s) to the Concessionaire.

2.3 Suspension of Concession and Takeover of the Project Facilities

The Concessionaire irrevocably agrees that if the Cure Period specified in the Preliminary Notice of Termination lapses without the Concessionaire Event of Default having been cured, the Concession shall effective from the expiry of such Cure Period stand suspended, without any further notice or other act of CSCL being required, and that CSCL shall have the right to enter up on and take over the Sites/Project Facilities and to take all such steps as are necessary for the continued operation and maintenance of the Project Facilities, subject to servicing the payment obligations under the Financing Documents, and the substitution of the Concessionaire by the Selectee in accordance with this Agreement. The Concessionaire hereby irrevocably consents to the takeover of the Project Facilities/Sites by CSCL forth with upon suspension becoming effective.

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2.4 Substitution Notice

CSCL and the Concessionaire hereby irrevocably agree that in the event of the Concessionaire's failure to cure the Event of Default specified in the Preliminary Notice of Termination, the Lender/Lender's Representative may, within 30 (thirty) days of the expiry of the Cure Period specified therein, notify CSCL and the Concessionaire about the intention of the Lender(s) to seek substitution of the Concessionaire by the Selectee for the Residual Concession Period (the "Substitution Notice").

Criteria for selection of the Selectee.

The Lender/Lenders' Representative shall in addition to any other criteria that it may deem fit and necessary, apply the following criteria in the selection of the Selectee:

- (a) The Selectee shall possess the net worth, experience, technical capability and managerial ability to perform and discharge all the residual duties, obligations and liabilities of the Concessionaire in respect of the Concession, under the Concession Agreement;
- (b) The Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and is charge of dues, if any, of the Concessionaire to CSCL under and in accordance with the Concession Agreement, and also payment of amounts due to the Lender(s) under the Financing Documents upon terms and conditions as agreed to between the Selectee and the Lenders.

ARTICLE 3 MODALITY FOR SUBSTITUTION

3.1 Modalities for Substitution.

The following modalities shall be followed for substitution of the Concessionaire by the Selectee pursuant to this Agreement:

- (a) The Lender(s)/Lenders' Representative shall be titled, within a period of---(in word) days from the date of delivery of the Substitution Notice pursuant to the preceding Article 2.2 to invite or procure offers either through private negotiations or public auction or process of tender or otherwise from the eligible Persons, for the substitution of the Concessionaire by the Selectee and propose to CSCL for their approval, the Selectee (the "Proposal"). The Proposal of the Lender/Lender's Representative shall contain the particulars and information in respect of the Selectee, particulars of the amounts due to the Lenders under the Financing Documents, the terms of Substitution and such data and information would be necessary and relevant for CSCL to decide as to the acceptability of the Selectee. The Lender/Lender's Representative shall provide to CSCL additional information and clarification in respect of any data, particulars or information contained in the Proposal, as CSCL may reasonably require.
- (b) The Proposal shall be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by CSCL of the Proposal observe, comply with, perform and fulfill the residual terms, conditions and covenants of the Concession Agreement as if the Selectee had been the Concessionaire under the Concession Agreement, and to assume, takeover, discharge and pay the Concessionaire's obligations under the Financing Documents on the terms and conditions agreed to by the Selectee with the Lenders. The Selectee shall also under take to enter into such documents and writings with CSCL and the Lender(s) as may be necessary or required to give effect to the substitution of the Concessionaire by the Selectee.
- (c) CSCL shall convey to the Lender/Lenders' Representative its acceptance or otherwise of the Selectee within 30 (thirty) days of (a) the date of receipt of the Proposal by CSCL, or (b) the date of receipt of the additional information and clarifications in respect of any data, particulars or information comprised in the Proposal, provided by the Lender/Lender's Representative to CSCL, whichever is later.

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(d) At any time prior to the acceptance of the Selectee by XXX pursuant to this Agreement, CSCL may require the Lender/Lenders' Representative to satisfy it as to the eligibility of the Selectee and the decision of CSCL as to acceptance or rejection of any Selectee (which shall be reasonable), shall be final, conclusive and binding on the Lender(s), the Selectee and the Concessionaire. In the event that CSCL fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Proposal/the Selectee within a period of 30 days prescribed in preceding sub-article (c), CSCL shall be deemed to have accepted the Proposal/the Selectee

(e) The rejection of the Selectee if made by CSCL shall be reasoned and be made after hearing the Lender/Lenders' Representative. Following the rejection of the Proposal, the Lender/Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee, within 30 days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of proceeding sub-article (c) and (d) shall apply mutatis mutandis to such fresh Proposal.

(f) If XXX accepts the Proposal/fresh Proposal, XXX shall take all necessary steps to substitute the Concessionaire by the Selectee by amendment of the Concession Agreement or by execution of fresh agreement or such other writing as may be required or necessary to give effect to the Substitution of the Concessionaire by the Selectee for the Residual Concession Period.

(g) The substitution of the Concessionaire by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in favor of CSCL and the Lender(s) so as to give full effect to the terms and conditions of substitution, subject to which the Selectee has been accepted by the Lender(s) and CSCL and upon the delivery by CSCL of the Sites/Project Facilities to the Selectee. Upon the substitution becoming effective pursuant to this sub-article all the rights of the Concessionaire under the Concession Agreement shall cease to exist. Provided nothing contained in this sub-article shall prejudice any pending/subsisting claims of the Concessionaire against CSCL or any claim of CSCL against the Concessionaire and the Selectee shall incur no liability or consequence on account of any previous breach/default and shall subject to the terms and conditions of the substitution, have a period of 90days to cure any breach/default subsisting on the date of substitution and required or agreed to be cured.

(h) The decision of the Lenders and CSCL in the selection of the Selectee shall be final and binding on the Concessionaire and shall be deemed to have been made with the concurrence of the Concessionaire. The Concessionaire hereby expressly waives all rights to object to or challenge such selection of the Selectee on any ground whatsoever.

3.2 Termination and Termination Payment.

(a) Where the Lender/ Lenders' Representative (on behalf of all the Lenders)communicates in writing that (i) the Lender/Lender's Representative does not intend to seek substitution of the Concessionaire, or (ii) that the Lender/Lenders' Representative has not been able to find suitable Selectee or (iii) that CSCL has declined to accept the Selectee proposed by the Lender/Lenders' Representative, CSCL shall proceed to terminate the Concession and to make Termination Payment, in accordance with the provisions of the Concession Agreement.

(b) Nothing contained in these presents shall mean or be interpreted as provision of any guarantee or surety by CSCL and it is expressly agreed that CSCL has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amounts advanced by the Lenders to the Concessionaire.

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ARTICLE 4
MODE OF TERMINATION PAYMENTS

4.1 Mode of Payment

CSCL and Concessionaire hereby irrevocably agree, and confirm that so long as the liabilities of the Concessionaire under the Financing Documents are outstanding the Termination Payment and any other amounts due and payable by CSCL to the Concessionaire under any of the provisions of the Concession Agreement shall be paid only by way of credit directly to a bank account designated therefore by the Lender(s)/Lenders' Representative and advised to CSCL and the Concessionaire in writing. The Lender(s) shall be entitled to receive and appropriate the same without any further Reference to or consent of the Concessionaire towards the satisfaction of the amounts outstanding, due and payable under the Financing Documents, subject to payment by the Lender(s) of the surplus amount, if any remaining after discharge of the liabilities of the Concessionaire under the Financing Documents, to the Concessionaire. Any payment so made shall to the extent of such payment constitute a valid discharge to CSCL of its obligations with regard to the Termination Payment and of any other monies due to the Concessionaire under the Concession Agreement.

ARTICLE 5
GENERAL

GENERAL:

- (a) The Parties here to expressly represent and warrant that they are duly empowered to sign and execute this Agreement.
- (b) Notices under this Agreement shall be sent to the Addresses first herein above mentioned. Any change in the address of any Party shall be duly notified by a Registered post acknowledgement due and delivered to the other parties.
- (c) The expressions "CSCL", the "Concessionaire", the "Lender" and the "Lenders' Representative" herein used shall unless there be anything repugnant to the subject or context include the respective successors, legal representatives, administrators and permitted assigns.
- (d) This Agreement shall not be affected by reorganization of any Lender, the Concessionaire or CSCL and the successor in interest of the Lender or CSCL shall have the benefit of this Agreement.
- (e) Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by arbitration by a Board of Arbitrators comprising of a nominee of each party to the dispute. Such arbitration shall be held in accordance to and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be-----,India. The Award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the "Award") without delay.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in Chandigarh alone shall have jurisdiction overall matters arising out of or relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings there under.
- (g) The consultation, recommendation or approval of the Lenders' Representative under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same.
- (h) This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.

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(i) It shall not be necessary for the Lender(s) or the Lenders' Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.

(j) No amendment, variation or modification to this Agreement shall be valid and effectual unless made in writing and executed by the duly authorized representatives of all the Parties hereto.

(k) All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the Concession Agreement or execution of fresh Concession Agreement for the purpose of substitution as aforesaid, irrespective of the Lenders making such payment for the time being, shall be borne by and be to the account of the Concessionaire.

(l) The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Concession Agreement and this Agreement shall be read together and construed harmoniously. The terms of this Agreement shall prevail in the event of any inconsistency with the Concession Agreement.

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SCHEDULE I
PARTICULARS OF FINANCIAL ASSISTANCE.

Name and Address of the Lender Nature and Amount of Financing Assistance

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR HANDS HERE UNTO ON THE DAY, MONTH AND YEAR HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED ON BEHALF OF.....
.....LIMITED

BY:
Name: Title:

SIGNED AND DELIVERED ON BEHALF OF _____

BY:
Name: Title:

SIGNED AND DELIVERED ON BEHALF OF
-----ON BEHALF OF THE LENDER

BY:
Name:

Annexure O: FORMAT OF LAND LICENCE AGREEMENT

This LICENCE AGREEMENT (hereinafter referred to as the Licence Agreement/Agreement) is made on the _____ day of _____ in the year Two Thousand and Seventeen at <name here>

AMONGST

Chandigarh Smart City Limited (CSCL), established under the _____ and having its office at <Location here>, acting through its Chief Executive Officer (hereinafter referred to as “the Licensor” which expression shall unless it be repugnant to the subject or context be deemed to include its successors and permitted assigns) or Officer duly authorized in this behalf, of the FIRST PART

AND

M/s -----, a company incorporated under the Company’s Act 1956/2013, having its registered office at -----, India (hereinafter referred to as “Licensee” which expression shall unless it be repugnant to the subject or context be deemed to include its successors and permitted assigns), through Mr. -----, duly authorized in this behalf by way of a Board Resolution dated -----, of the SECOND PART

Licensor and Licensee are hereinafter referred to individually as the “Party” and collectively as the “Parties”.

WHEREAS

A. The CSCL has approved the project i.e. **Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh for a period of 10.9 years on Public Private Partnership (PPP) mode** (“Project”) and has entered into a Concession Agreement dated: _____ with M/s -----, the Concessionaire (“Concession Agreement or Service Provider Agreement”), as this Licence Agreement, under which it has authorized the Licensee to implement the Project.

B. The CSCL in order to enable the due implementation of the Project and to discharge its obligations under the Concession Agreement is hereby providing the Licensee (the Concessionaire under the Concession Agreement), by way of this Licence Agreement (“this Agreement”), the Demised Premises (more particularly delineated in Schedule-1 hereto and shown in the Site map attached thereto) for the purposes of implementing the Project on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LICENCE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement or Service Provider Agreement (including the initial Term and any extension thereof) and is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The capitalized terms that are used but not defined in this Agreement shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Licensee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the rental payment stipulated in Clause 4 below; the Licensor hereby demises unto the Licensee, all the land admeasuring (together with any physical structures existing thereon) which is described, delineated and shown in the Schedule-1 hereto (the “Demised Premises”), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as

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the Concession Agreement does not lapse due to expiry of its Term or is not terminated earlier in accordance with the provisions thereof. The term of this Agreement shall be co-terminus with the Concession Agreement. The Licensor hereby agrees and authorizes for Design, Built, Operate & Transfer Public Bike Sharing System in Chandigarh on the Demised Premises in accordance with the terms of the Concession Agreement.

4. In consideration of the transfer of the Demised Premises under this Agreement, the Licensor shall, effective from COD, receive a rent of Rupee one (Re. 1 Only) per annum, or such other rental rate as may be fixed by the Licensor, on or before the 10th day of the first calendar month in each year provided however, the rent can be paid in advance for such period of time as the Licensee may deem fit. The Licensor undertakes and assures the Licensee that the rental payment for the Demised Premises shall remain fixed for the entire period that this Agreement remains valid and binding.

5. The Demised Premises are being vested with the Licensee, under this Agreement, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Licensee and agreed to be taken over in accordance with the terms of the Concession Agreement), whether legal or physical in nature. At any time during the term of this Agreement if the Licensee discovers any Encumbrances upon or under the Demised Premises which materially and/or adversely affect its rights in relation to the Demised Premises/the Project, it shall notify the Licensor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such Encumbrances at its own cost. In the event that the Licensor fails to remove such Encumbrances within twenty one (21) days from the notice thereof, the Licensee may remove or cause to be removed such Encumbrance.

6. The Demised Premises are being vested with the Licensee, under this Agreement only for the purposes of the Project including for the purposes of designing, constructing, operating and maintaining the Project facilities as per the Concession Agreement, which the Licensor is desirous of being constructed, operated and maintained on the Demised Premises in accordance with the Concession Agreement.

7. The Licensor hereby authorizes the Licensee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures related to the Project on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Project Facility.

8. The Licensor hereby covenants and assures the Licensee that to the best of its knowledge and belief:

a) All the land comprising the Sites is of non-agricultural status and is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Project Facilities, Applicable Approvals that may be required for the development, construction, operation and maintenance of the Project Facilities;

b) The Sites are free from any encroachment or Encumbrances whatsoever and are not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;

c) Licensor controls the land constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;

d) It shall not demand or in any manner claim or seek to recover the rental prior to the commence of Operation period under the provisions of this Agreement;

e) It shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest on the facilities in the Demised Premises in favour of the Lenders in accordance with the provisions of the Concession Agreement;

f) There are no litigation, claim, demand or any proceedings (whether administrative, legal or quasi judicial) pending before any authority in respect of the Demised Premises; and

g) The Licensee shall have lawful and uninterrupted, possession, control and use of the Demised Premises.

9. The Licensee hereby covenants with the Licensor as follows:

a) That it shall implement the Project in accordance with the Concession Agreement or Service Provider Agreement; and

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- b) That it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.
- c) That it shall use the Demised Premises only for the purposes stated herein or in the Concession Agreement and for no other purpose.
- d) That it shall not create or cause to be created on the Demised Premises any Encumbrance in any manner and shall keep the Licensor indemnified at all time during the term of this Agreement against any such Encumbrance that may be arising out of the actions and/or omissions of the Licensee except what has been permitted under this Agreement.

10. Licensor has possession and control of all the land constituting the Sites and has the requisite right and authority to Licence the same to Licensee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Licensee shall have full, free and uninterrupted peaceful vacant possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction, interference or disturbance or claim whatsoever from the Licensor or from any person claiming through under or in trust for Licensor or from any third person whosoever. Licensor shall keep the Licensee fully indemnified and harmless against any claims or demands from any person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Licensee as a result or in consequence of such claims or demands as aforesaid.

11. The Licensor hereby assures and represents to the Licensee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force or till such time as the all the contractual obligations are met with and the Licensor shall not terminate this Agreement except upon the expiry or early termination of the Concession Agreement or all the contractual obligations are met with. The Parties hereby agree that on the expiry or termination of the Concession Agreement, the Demised Premises shall be handed back to the Licensor in accordance with the provisions of the Concession Agreement and that this Agreement shall terminate only on the handing over of the Sites to the Licensor in accordance with the terms of the Concession Agreement.

12. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with Clause 10.18 of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996/2015.

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEREIN AND SEALED TO THIS LICENCE AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF THE LICENSOR THROUGH:

SIGNED, SEALED AND DELIVERED BY LICENSEE THROUGH ITS AUTHORISED SIGNATORY

IN PRESENCE OF: