

# Request for Proposal

***Selection of a Service Provider for Design,  
Procurement, Installation, Commissioning,  
Operation and Maintenance of Public Bicycle  
Sharing Scheme in Naya Raipur***



**October 2016**

**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Paryawas Bhawan, Capital Complex, Sector – 19,**

**Naya Raipur (C.G.) 492002**

Email: [ceo@nayarapur.com](mailto:ceo@nayarapur.com), [www.nayarapur.gov.in](http://www.nayarapur.gov.in)



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**REQUEST FOR PROPOSAL (RFP) for Selection of a  
Service Provider for Design, Procurement,  
Installation, Commissioning, Operation and  
Maintenance of Public Bicycle Sharing Scheme in  
Naya Raipur**

**No. 217/JSV / 4(3)/CEE/EEC-II/BRTS/NRDA/2016 Naya Raipur, dated: 06/10/2016**

Naya Raipur Development Authority invites Bids along with Earnest Money Deposit (EMD) of Rs. 40,000/- in the form of bank draft payable at Raipur/Naya Raipur, from eligible Bidders.

2. Interested Service Providers may download the RFP documents from the website [www.nayarapur.gov.in](http://www.nayarapur.gov.in) from 10-10-2016 up to one day before the last date of submission of the Bid and use it, provided they deposit a sum of Rs. 5000/- with the bid, against the cost of RFP document. The pre-bid meeting will be held on 25-10-2016 at 12.30 pm in the office of NRDA. Interested Bidders desirous of participating in the pre-bid meeting should intimate this office before 25-10-2016 by e-mail. The Last date of submission of bids is 17-11-2016 up to 3.00 pm.

Corrigendum, Amendment to the RFP Document if any, shall be published in the website only.

**Chief Executive officer,**

**DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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

**SECTION:- 1. SCHEDULE OF BIDDING PROCESS**

1.1 NRDA would endeavour to adhere to the following schedule during the Bidding Process:

<b>Sr. No.</b>	<b>Event Description</b>	<b>Date</b>
1	Issue of RFP document through website	<b>10-10-2016</b>
2	Last date for receipt of queries	<b>Before 25-10-2016</b>
3	Date of pre-bid meeting	<b>25-10-2016</b>
4	Last date of submission of Proposal	<b>17-11-2016 up to 3.00 PM</b>

1.2 Cost of RFP Document and EMD:-

1	Cost of RFP Document	<b>Rs. 5000/-</b>
2	Earnest Money Deposit	<b>Rs. 40,000/-</b>

**SECTION:- 2. INSTRUCTIONS OF BIDDERS**

- 2.1 Naya Raipur Development Authority (NRDA), is a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- 2.2 Naya Raipur is a demonstration city under Sustainable Urban Transport Project, promoted by Government of India and assisted by GEF-UNDP-World Bank for the implementation of Bus Rapid Transit System with basic ITS and Non-Motorized Transit. NRDA has developed 55 km of Cycle Track under this project. NRDA has also developed Cycle Tracks in other projects.
- 2.3 NRDA envisages introducing a Public Bicycle Sharing Scheme (PBS) in Naya Raipur to promote low cost, environment friendly, flexible mobility option for shorter distances and for last mile connectivity.
- 2.4 NRDA plans to select a qualified business entity as Service Provider for design, procurement, installation, operation and maintenance of the Cycle Sharing System in Naya Raipur (“Project”) and for that purpose invites proposals through this RFP, in prescribed formats.
- 2.5 The broad scope of the project is as below -
  - (a) The PBS shall have 100 cycles spread over minimum 10 stations across the city at locations mutually decided by NRDA and the Service Provider. Importance will be given to providing stations along the BRT corridor. If any Utility Shifting is required for stations, then cost of same shall be borne by NRDA. The Service Provider shall establish and operate a system of redistribution of bicycles.
  - (b) The PBS shall have a fully automatic system where all user processes including registration, renting, returning and payment can be done through mobile devices or the terminals. The central control system collects data from each station for efficient planning and operation of the system. This data is used to make decisions on redistribution of cycles around stations during the hours of operations.
  - (c) The Service Provider shall integrate PBS with the fare collection system of the BRT system through the ITS system.
  - (d) A built up space shall be provided by NRDA to the Service Provider for Control Centre and Workshop. However, the cost of furniture and user charges of utilities shall be borne by the Service Provider.
- 2.6 **Project Period:** The time period for design, procurement and installation, commissioning and testing of PBS is 4 months from the date of signing the contract. The operation and maintenance period shall be 6 years from the date of commissioning.
- 2.7 **Capital Cost:** The Capital Cost of the project is capped at Rs. 1.6 Crores which shall be determined by the service provider’s offer in the capital bid component of the competitive bidding process and as may be approved by NRDA, will be

paid to the service provider in instalments and will be based on prescribed timelines.

2.8 During the operation and maintenance period, the service provider shall be entitled to collect and appropriate:

(a) **Fare box revenue:** Revenue earned from sale of memberships and rental income earned from renting of cycles to the users.

(b) **Advertisement Revenue/ Sponsorship Contract Revenue:** The service provider will be given the rights to sell advertisement space on the system. This includes advertisement space on cycles and station infrastructure like panels and docks at the station. Alternatively, the service provider may also sell sponsorship contract to the system to a single entity. The sponsorship contract will include not only space on the system but also naming rights to the system.

(c) **Parking Revenue:** At all the stations of the system, the excess space available after providing the requisite space for the cycle, docks and other station infrastructure can be used to provide parking facility for 2 wheelers (motorised and non- motorised). The service provider is entitled to the parking revenue.

(d) **Annual Cycling Event:** The Service provider will be given the rights to conduct an annual cycling event in the city along with NRDA. The profits made from this event will also be used to run the PBS system.

(e) **CSR Funding:** The Service provider is also given the rights to tap into CSR funding of private organisations to fund the operations of the system.

(f) **Support from NRDA:** A maximum of 40% of the operating cost incurred by the service provider will be reimbursed by NRDA, every three months, given that the service level benchmarks that are defined by NRDA are met. The Operating cost is a predetermined fixed amount of money which is the service provider's offer and as may be approved by NRDA.

2.9 **Taxes:** The bid amounts offered by the bidders should be exclusive of service taxes. NRDA shall deduct income tax at source as per applicable law.

2.10 **Right of First Refusal:** After completion of Term of Agreement when new PBS Tender is floated, the existing Service Provider would be given the **Right of First Refusal** upon matching the highest bid received by NRDA as per the conditions of the tender floated.

2.11 The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder ("Successful Bidder"). The Successful Bidder shall be required to enter into an Agreement with NRDA and the draft of the same is set out in the Draft Agreement appended as a part of RFP Document.

- 2.12** The Proposals received from eligible bidders shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
- 2.13** The Bidder shall be a Business Entity as defined in “Section 3 – Evaluation” of this document. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 2.14** At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda.
- 2.15 **Proposal Validity Period**** - The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date. NRDA reserves the right to reject any Proposal, which does not meet this requirement.
- 2.16 **Earnest Money Deposit (EMD)****
- (a) Proposal would need to be accompanied by an Earnest Money Deposit for an amount of Rs.40,000/- (Rs. Forty Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur/Naya Raipur.
  - (b) EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between NRDA and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Agreement.
  - (c) EMD shall be forfeited in the following cases:
    - (i) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
    - (ii) if the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by NRDA.

**2.17 Clarifications**

A prospective Bidder requiring any clarification on the RFP document may notify NRDA in writing to the address as specified in the RFP Documents. The Bidders should send in their queries before the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. NRDA may, notify its response by publishing the same in its website.

**2.18 Format and Signing of Proposal**

The Bidder would provide all the information as per this RFP document. NRDA would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

**A. Part I Submission**

**Request for Proposal Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur**

- a. Covering letter in the format set out in Appendix A
- b. Details of the Bidder in the format set out in Appendix B
- c. Power of Attorney as per Appendix C, authorising the signatory of the Proposal to commit the Bidder
- d. Technical Bid comprising of eligibility Criteria response sheet Appendix D, Technical Bid Appendix E
- e. Earnest Money Deposit
- f. Cost of RFP

**B. Part II Submission**

Financial proposal in the format as set out in Appendix F. The Financial Proposal shall be inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication, for implementation of the project. The Financial Proposal shall not include Service Tax, which shall be payable extra by NRDA at the then prevailing rate. The terms of payment are set out in the Draft Agreement.

**2.19** The Bidder shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as “PART I SUBMISSION” and “PART II SUBMISSION”. These envelopes shall then be sealed in a single outer envelope.

**2.20** The Bidder shall prepare (1) one original and (1) duplicate of the Proposal, clearly marked “ORIGINAL” and “DUPLICATE” respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.

**2.21** The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be initialled by an authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

**2.22 Sealing and Marking of Proposal**

- (a) The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single outer envelope.
- (b) Each of the envelopes, both outer and inner, must be superscribed with the following information:
  - (i) Name and Address of Bidder
  - (ii) Contact person and phone numbers
  - (iii) “Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur”
- (c) All envelopes shall be addressed to:

**Request for Proposal Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur**

Chief Executive Officer  
NAYA RAIPUR DEVELOPMENT AUTHORITY  
Paryawas Bhawan, Capital Complex, Sector – 19,  
Naya Raipur (C.G.) 492002  
Email: ceo@nayaraipur.com, www.nayaraipur.gov.in

- (d) If any envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.
- (e) The Bidder is expected to examine carefully the contents of all the documents provided and to visit the site and prepare his own cost of estimate, technical and financial feasibility of his proposal. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- (f) It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b. received all such relevant information as it has requested from NRDA; and
  - c. made a complete and careful examination of the various aspects of the Project.
- (g) NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

**2.23 Proposal Due Date**

- (a) Proposals should be submitted before 3.00 PM on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address provided in RFP Document the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- (b) NRDA may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

**2.24 Opening of Proposals and Clarifications**

- (a) NRDA shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation. The Part II Submission of the qualified Bidders shall be opened after intimation of the date, time and venue of such opening.
- (b) NRDA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.
- (c) To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.



- 2.25** NRDA reserves the right to reject any Proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or
  - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 2.26** In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, NRDA shall declare the Preferred Bidder as the Successful Bidder. NRDA will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- 2.27** The Successful Bidder(s) shall execute the Agreement within 15 days of the issue of LoA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to
- a. either invite the next best Bidder for negotiations
- or
- b. take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process.
- 2.28** Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

## SECTION:- 3. EVALUATION

### 3.1 Evaluation

- (a) The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in this Section.
- (b) As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- (c) The Part I Submission would be considered to be responsive if it meets the following conditions:
  - (i) it is received / deemed to be received by the Proposal Due Date including any extension thereof.
  - (ii) it is signed, sealed and marked as stipulated in Clause 10 and Clause 11.
  - (iii) it contains all the information and documents including EMD as requested in the RFP.
  - (iv) it contains information in formats specified in this RFP.
  - (v) it mentions the validity period as set out in RFP Document.
  - (vi) it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Bidder). NRDA reserves the right to determine whether the information has been provided in reasonable detail.
  - (vii) there are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a) which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b) which limits in any substantial way, inconsistent with the RFP, NRDA’s rights or the Bidder’s obligations under the Agreement, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

**3.2** The responsive Proposals shall be evaluated as per the criteria set out in Section 3.

**3.3** Quality and Cost Based Selection method would be adopted for selection of Service Provider for the Assignment, which has been more fully described in Section 3 of this RFP document. The Bidder obtaining the highest Composite

Score would be declared as the Preferred Bidder. NRDA may accept the Proposal of the Preferred Bidder with or without negotiations.

- 3.4** In case there are two or more Bidders obtaining the highest Composite Score, NRDA may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of NRDA.

### **3.5 Eligibility Criteria**

- 1) A firm/Joint Venture (max up to 2 members)/Partnership firm/ Registered Society subject to fulfillment of minimum eligibility criteria may submit proposal.
- 2) Minimum eligibility criteria:
  - a. Bidder should have average annual turnover of 3 Crores for last three years
  - b. Bidder should have operational experience of Public Bike sharing system with a combined fleet of 200 vehicles in a single contract since last 3 years. OR
  - c. Experience in maintenance and operation of public parking management system for at least 400 four wheelers or 600 Two wheelers, operational since last 2 years OR
  - d. Similar Experience in Taxi Rental/Sharing using ITS: - Operations of Taxi Rental/sharing systems with a combined fleet of 500 taxies with technological interventions like GPS, Vehicle tracking system, online payment mechanism, monitoring and centralized control, centre operation and 24x7 Call Centre service etc. The System should be operational for two year as on date. OR
  - e. Should have manufactured at least 2000 bicycles per month since last 3 years

### **3.6 The following conditions for Joint Venture shall apply -**

- (a) Bidders may 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.
- (b) The bidders should submit a consortium agreement which specifies the exact members of the consortium. The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
- (c) A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with NRDA. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only).
- (d) In case of the Service Provider being a consortium, the members of the consortium shall be required to incorporate a company under the Indian Companies Act. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium

would be required to hold, initially and at all times during the duration period of the Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.

- (e) Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- (f) 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.
- (g) Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle NRDA to reject the Bid in its sole discretion.
- (h) NRDA 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 Agreement.

**3.7** Any entity, which has earlier been barred by the NRDA, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.

**3.8 Proposal Evaluation: Part I Submission**

- (a) The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP.
- (b) In case the Proposal is found to be responsive, the Technical Proposal would be evaluated.

**3.9 Scoring Methodology: Technical Proposal**

- (a) Only the bids of those bidders who pass the minimum eligibility criteria (both technical and financial) would be considered for the project. The technical bids shall be first evaluated and ranked before the financial bids are opened. The final decision is based on a combined score of technical and financial bid.

(b) Technical Evaluation

S.N.	Parameter	Score
1	Prior Experience	15
2	Cycle Design over minimum - such as lightweight/ alloy body/ embedded GPS	15
3	Station Design	10
4	ITS Strategy	15
5	User interface experience	10
6	Operation Plan	10
7	Strategy for user Generation	5
8	Presentation	20

- (c) The bids scoring more than 50 shall only qualify for short listing. Bidders with lesser score will be disqualified. Among short listed bidders only top three Bidders (highest scores) will be eligible and short-listed for the further evaluation.

### **3.10 Financial Bids**

- (a) Financial Bids of only top three bidders who have obtained 50 or above marks in the technical bid evaluation process will be opened.
- (b) Financial score for both the capital cost bid and operating cost bid will be calculated separately.
- (c) Financial Score of both capital bid and operating cost will be computed separately by dividing the least of the Quotes received by the Bidder's own Quote.
- (d) The lowest financial proposal should be given a financial score of 100 points. The financial scores of other proposals should be determined proportionately.

### **3.11 Scoring Method**

- (a) Two step quality cum cost based selection (QCBS) method shall be followed for scoring of proposals -
- (i) **Step-I:** Financial Bid for capital cost and operating cost shall be invited in the financial format. The scores shall be assigned as below –

$$\text{Financial Score of Capital Bid} = \frac{\text{LP (CB)}}{\text{OP (CB)}} \times 100$$

**Where,**

LP (CB) - Lowest Price offer on the Capital Bid of the Technically Qualified Bidders and

OP (CB) - Offer Price on the Capital Bid of the Bidder being evaluated.

- Financial Score of Service Charge Bid is calculated on the basis of the formula given below:

$$\text{Financial Score of Operating Cost Bid} = \frac{\text{LP (OB)}}{\text{OP (OB)}} \times 100$$

**Where,**

LP (CB) - Lowest Price of offer on the Operating Cost Bid of the Technically Qualified Bidders

OP (CB) - Offer Price on the Operating Cost Bid of the bidder being evaluated.

- (ii) **Step-II:** For calculation of the combined Technical and Price Score of all bidders, following formula will be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.50) + (\text{Financial score of Capital Cost Bid} \times 0.10) + (\text{Financial Score of Operating Cost Bid} \times 0.40)$$

The preferred bidder shall be the bidder whose proposal secures the highest combined score.

The bid shall be awarded to the preferred bidder at the rates quoted by him or at negotiated rate at the discretion of NRDA. However, in the event the proposals of two or more applicants have the same scores in the final ranking, the proposal with the highest technical score will be ranked first.

**Covering Letter**

(On the Letterhead of the Bidder)

Date:

To:

**Chief Executive Officer**

NAYA RAIPUR DEVELOPMENT AUTHORITY  
Paryawas Bhawan, Capital Complex, Sector – 19,  
Naya Raipur (C.G.) 492002  
Email: ceo@nayaraipur.com, www.nayaraipur.gov.in

**Sub: Selection of a Service Provider for Design, Procurement, Installation,  
Commissioning, Operation and Maintenance of Public Bicycle Sharing  
Scheme in Naya Raipur**

Dear Sir:

Being duly authorised to represent and act on behalf of ..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (*Name of Bidder*) for the captioned Project in **one (1) original** and **one (1) duplicate**, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from \_\_\_\_\_ (*insert Proposal Due Date*).

*We also hereby agree and undertake as under:*

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

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

Yours faithfully,

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

*Duly signed by the Authorised Signatory of the Bidder*

*(Name, Title and Address of the Authorised Signatory)*

**Details of Bidder**  
**(On the Letter Head of the Bidder)**

1.
  - (a) Name of Bidder
  - (b) Address of the office(s)
  - (c) Date of incorporation and/or commencement of business
  
2. Details of individual(s) who will serve as the lead member/point of contact / communication for NRDA with the Bidder:
  - (a) Name :
  - (b) Designation :
  - (c) Company/Firm :
  - (d) Address :
  - (e) Telephone number :
  - (f) E-mail address :
  - (g) Fax number :
  - (h) Mobile number :

**POWER OF ATTORNEY**  
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our **Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur** including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with our Proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2016  
For \_\_\_\_\_

(Name and designation of the person(s)  
signing on behalf of the Bidder)

Accepted

\_\_\_\_\_  
Signature)  
(Name, Title and Address of the Attorney)  
Date: .....

Note:

1. To executed only if the Bidder is a Company or Partnership firm
2. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. 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.



**Format for Technical Bid**  
**Eligibility Criteria – Response Sheet**

**Minimum eligibility criteria:**

<b>S. No</b>	<b>Criteria</b>	<b>Documentary Proof Required</b>	<b>Documentary Proof Submitted by Bidder</b>
<b>1</b>	Legal Status - A firm/Joint Venture (max up to 2 members)/Partnership firm/Registered Society	Certificate of Registration, Joint Bidding Agreement	
<b>2</b>	Bidder should have average annual turnover of 3 Crores for last three years <u>OR</u>	Certificate of Chartered Accountant	
	Bidder should have operational experience of Public Bike sharing system with a combined fleet of 200 vehicles in a single contract since last 3 years.	Clients Certificate, Certified copy of contract	
<b>3</b>	Experience in maintenance and operation of public parking management system for at least 400 four wheelers or 600 Two wheelers, operational since last 2 years <u>OR</u>	Clients Certificate, Certified copy of contract	
<b>4</b>	Similar Experience in Taxi Rental/Sharing using ITS :- Operations of Taxi Rental/sharing systems with a combined fleet of 500 taxis with technological interventions like GPS, Vehicle tracking system, online payment mechanism, monitoring and centralized control, centre operation and 24x7 Call Centre service etc. The System should be operational for two year as on date. <u>OR</u>	Clients Certificate, Certified copy of contract	
<b>5</b>	Should have manufactured at least 2000 bicycles per month since last 3 years	Certificate of Chartered Accountant	

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

*Duly signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)*

**Format for Technical Bid**

**The Bidder will provide detailed explanation on the following aspects -**

<b>S.N.</b>	<b>Parameter</b>
1	Prior Experience - Name of Project, Brief Description, Name of client, Project duration, Value of Contract - Please submit Certificate of client or copy of contract
2	Cycle Design over minimum - such as lightweight/ alloy body/ embedded GPS - Please submit detailed description, graphics, photographs etc.
3	Station Design - Please submit detailed description, graphics, photographs etc.
4	ITS Strategy - Please submit detailed description.
5	User interface experience - Please submit detailed description.
6	Operation Plan - Please submit detailed description.
7	Strategy for user Generation
8	Methodology Statement and Approach (Not more than 2 pages)

**Format for Financial Proposal**  
*(On the letterhead of the Bidder)*

Having gone through this RFP document and Draft Agreement and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following fees for the Assignment:

<b>&lt;Name of the Firm&gt;</b>	
<b>Description</b>	<b>Amount Excluding Service Tax (INR)</b>
Capital Cost of design procurement and installation of the Public Bike sharing system	
<b>Amount in words</b>	
Operating Cost per month for operating the Public Bike Sharing	
<b>Amount in words</b>	

*Note:*

- 1. The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.*
- 2. The Financial Proposal shall not include Service Tax, which shall be payable extra by NRDA at then prevailing rate.*
- 3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*

Signature of Authorised Signatory of the Bidder  
*(Name, Title and Address of the Authorised Signatory)*

**Performance Guarantee**

Bank Guarantee No.  
Date

To,

**Chief Executive Officer,  
Naya Raipur Development Authority  
Paryavas Bhawan, Sector 9, North Block,  
Naya Raipur - 492002, Chattisgarh, India**

1. Against contract vide Notification of Award covering “Tender for .....” (hereinafter called the said 'contract') entered into between the Naya Raipur Development Authority, (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank., are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank, notwithstanding the fact that the same is enforced within six months after the said

**Request for Proposal Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur**

date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We \_\_\_\_\_ Bank, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
9. We are liable to pay the guaranteed amount or any part thereof under this bank

**Request for Proposal Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur**

guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This Bank Guarantee shall be operable in the ----- Branch of the Bank at Raipur/Naya Raipur and if revoked, the claim shall be settled in the said branch.

Authorized Bank Representative

Name:

Designation:

Address:

(with Bank Stamp)

## Draft Agreement

THIS AGREEMENT (“Agreement”) is made on the \_\_\_<sup>th</sup> day of \_\_\_\_, 2016 at Naya Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office at Paryawas Bhawan, Capital Complex, Sector – 19, Naya Raipur (C.G.) 492002 (hereinafter referred to as “NRDA” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

\_\_\_\_\_ LIMITED, a company incorporated under the provisions of the Companies Act, 1956<sup>1</sup> and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Service Provider”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

NRDA and the Service Provider are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. Naya Raipur Development Authority (NRDA) is a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.
- B. Naya Raipur is a demonstration city under Sustainable Urban Transport Project, promoted by Government of India assisted by GEF-UNDP-World Bank for the implementation of Bus Rapid Transit System and Non-Motorized Transit. NRDA has developed 55 km of Cycle Track under this project. NRDA has also developed Cycle Tracks in other projects.
- C. NRDA envisages introducing a Public Bicycle Sharing Scheme (PBS) in Naya Raipur to promote low cost, environmentally friendly, flexible mobility option for shorter distances and for last mile connectivity.
- D. NRDA invited detailed proposals from eligible bidders for **Selection of a Service Provider for Design, Procurement, Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur** (“the Assignment”).

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<sup>1</sup> Necessary changes would be made in case the Service Provider is a Partnership Firm or sole proprietorship firm

- E. In response thereto proposals were received from several persons including the successful bidder. After evaluating them, the Proposal submitted by the successful bidder has been accepted and Letter of Acceptance No. \_\_\_\_ dated \_\_\_\_ was issued.
- F. The Service Provider has submitted a performance Bank Guarantee (Format Appendix G) Bearing no. .... Dated..... of Rs. 70 lacs of ..... Bank, as a security against due performance of its obligations under this agreement. The Service Provider covenants that it will be lawful for NRDA to invoke and forfeit part or full amount of the Bank Guarantee, in case the Service Provider fails to fulfil his obligations under this agreement. However, the amount of Bank Guarantee may be reduced after first anniversary of the operation on prorata basis.
- G. The Service Provider covenants to undertake the Assignment as set forth in the Scope of Works and Services in Schedule I appended to this agreement. (hereinafter referred to as “the Scope”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- H. The Service Provider covenants to adhere to the minimum technical standard set forth in Schedule-II appended to this agreement.
- I. In consideration thereof, NRDA will pay to the Service Provider Payment more particularly described in Clause 2 and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NRDA and the Service Provider . The Service Provider , subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

**2. ROLE AD RESPONSIBILITIES OF NRDA AND THE SERVICE PROVIDER SHALL E**



## **2.1 NRDA shall -**

- (a) Finalize Station locations and sizes and Review plans for station sitting in consultation with the Service Provider.
- (b) Provide Land for Stations and built up space for Central Control system and Workshop.
- (c) Assist Service Provider in procuring clearance and approval from all the required authorities for installation and operation of the system.
- (d) Approve System branding and naming/ advertisements on the system.
- (e) Review Service Provider plans operation and maintenance including plan for redistribution of cycles.
- (f) Review quarterly operations report and Fare box revenue.
- (g) Make Payments to the Service Provider based on service level benchmarks and penalties as per agreement.
- (h) Provide rights to the Service provider to conduct an annual cycling event in Naya Raipur along with NRDA.

## **2.2 Service Provider shall -**

- (a) **Procure all Hardware** including Cycles + Stations (Terminals + Docks/ locking posts +Device for card verification)
- (b) Establish Central Control System: Software and Equipment to manage & monitor the system operations
- (c) **Plan and install Stations at** mutually agreed locations
- (d) Procure Dedicated Vehicles for redistribution and Daily redistribution of cycles
- (e) Ensure regular Maintenance of Stations and Cycles.
- (f) Establish and Operate Depots & Workshop for repair of cycles and other system parts and storage of spare parts and back up cycles.
- (g) Make suitable arrangements for Registration of Users at notified registration centres.
- (h) Collect fare box revenue.
- (i) Sale advertisement space on the system/ sponsorship rights to the system as per agreement.
- (j) Co-organize an annual cycling event in Naya Raipur along with NRDA to promote cycling.
- (k) Provide and operate of **Website and Smart Phone App** for the system
- (l) Provide and operate ITS system which will fully integrate with the existing ITS system of the BRT system.
- (m) Make suitable arrangements to ensure proper Marketing & User Information- Before Launch and during operations at his own cost.
- (n) Hire adequate staff with the right capabilities.
- (o) Ensure timely Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- (p) Purchase adequate Insurance of Bicycles, Stations and Public Liability Insurance Policy (all risk of theft and vandalism shall be borne by the Service Provider)

## **3. TIME SCHEDULE AND PAYMENT**

**3.1** The payment against capital cost as per the approved amount shall be made by NRDA as below -

<b>S. No.</b>	<b>Activity / Deliverable</b>	<b>Elapsed time</b>
1	40% of the capital cost	Within 15 days from date of submission of Bank Guarantee for advance payment.
2	30% of the capital cost	Within 15 days of submission of Invoice evidenced by Procurement of all hardware
3	30% of the capital cost	Within 15 days of launching of PBS
6	Tender Evaluation Report	15 days after receipt of bids from NRDA

**3.2** The Operating Cost of the system is to be borne by the Service Provider. However a maximum of 40% of the operating cost will be reimbursed by NRDA to the service provider if certain service level benchmarks are met. The service level benchmarks are provided in Schedule-III appended to this agreement.. The operating cost is pre- determined based on the operating cost bid of the service provider in the competitive bidding process.

#### **4. EVENTS OF DEFAULTS & TERMINATION OF THE AGREEMENT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- i If NRDA terminates the agreement, not as a result of any default by the Service Provider , then NRDA shall compensate the Service Provider for the Services performed till the date of notice of termination.

The communication of termination of this Agreement shall be by means of written notice (“Termination Notice”)

#### **5. FORCE MAJEURE**

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

If a Force Majeure situation arises, Provider shall promptly notify NRDA in writing of such conditions and the cause thereof. Unless otherwise directed by NRDA in writing, Provider shall continue to perform its obligations under the Provider Agreement as far

as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

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

## **6. CONFIDENTIALITY OBLIGATIONS OF SERVICE PROVIDER**

The Service Provider shall treat the details of the output of the assignment and the Services as confidential and for the Service Provider 's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NRDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NRDA. However, Confidential information shall not include information which:

- (a) is or becomes generally available to the public without any act or omission of Service Provider
- (b) was in Provider's possession prior to the time it was received from NRDA or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than NRDA and not subject to any obligation of confidentiality or restriction on use;
- (c) is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify NRDA before such disclosure; or
- (d) is independently developed by or for Service Provider by persons not having exposure to NRDA's Confidential Information
- (e) **Period of Confidentiality**  
Service Provider's obligations of confidentiality regarding NRDA's Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Provider Agreement.

## **7. SERVICE PROVIDER 'S REPRESENTATIVES**

**7.1** All intellectual property conceived, originated, devised, developed or created by the Service Provider, its agents, specifically for the purpose of rendering the Services, shall vest with NRDA unless otherwise agreed, between NRDA and the Service Provider . NRDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

**7.2** Unless otherwise agreed, NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Service Provider.

## **8. COMPLIANCE WITH LAWS**

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider .

## **9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Raipur Chhattisgarh shall have jurisdiction over all matters arising out of or relation to this Agreement.

## **10. DISPUTE RESOLUTION**

### **10.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute")

shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

## **10.2 Arbitration**

### **a Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).

### **b Place of Arbitration**

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

### **c English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **d Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **e Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

## **11. SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

## **12. WAIVER**

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

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

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

**13. MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**14. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

**15. TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

**16. VARIATIONS**

NRDA may, by written notice to the Service Provider , direct the Service Provider to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Service Provider shall be bound to comply with that direction.

EXECUTED BY NAYA RAIPUR DEVELOPMENT AUTHORITY by being signed by a duly authorised officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

EXECUTED BY \_\_\_\_\_ by being signed by a duly authorised representative in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

**Schedule-I**

**Scope of Work and Services**

The Service Provider's Scope of work includes but not limited to the following:

**1. Planning and Installation**

**1.1 System Planning**

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

The service provider shall conduct activities not limited to:

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

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

**1.2 Station Installation Plans**

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

**2. Implementation**

The implementation shall be done in the following phases -

**Phase I: On Ground Testing**

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

**Phase II: User Generation Campaign**

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

**Phase III: Formal Launch of the system**

Within 4 months of the date of signing the service contract with NRDA, the service provider should formally launch the system. The contract period of the system begins on the day of the Formal launch of the system.

**Schedule-II**

The Service Provider shall adhere to the following technical standard in design, procurement Installation, Commissioning, Operation and Maintenance of Public Bicycle Sharing Scheme in Naya Raipur -

**1. Cycles**

**a) Technical Standards**

Procure such equipment not more than 6 months before the date of signing of contract with Service Provider between NRDA and Service Provider. The equipment shall not have been put to commercial anywhere previous to commencement of operations.

<b>Sr. No.</b>	<b>Cycle- Minimum Specifications</b>
1	One-Size Fits all with Step Through Frame
2	Visible difference of the cycle from regular cycles in the market through design
3	Seat Adjustable without any tools
4	Sturdy, light weight Frame
5	Integrated Lock + Kick Stand
6	Front mounted Basket with a capacity up to 10kg
7	Ad Space on basket and the sides of the bicycle
8	Simple reliable braking system
9	Simple gear system with a minimum of 3 speed gear
10	Rust and Graffiti Resistant
11	Front and Rear mud guards with fenders
12	Enclosed mechanisms
13	Lighting System in the front and back
14	Bell
15	Reflectors on front, sides and back

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

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

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



**b) Number of Cycles – Fleet Size**

- Procure Cycles as per the Authorized Fleet size set by NRDA- 100 cycles. Each of which shall comply with the technical standards as specified in Annex A.
- Procure and maintain Standby Cycles to ensure that the operational Fleet size remains above the Authorized Fleet.
- The authorized fleet will be provided and maintained by the service provider as per the timelines agreed.

**2. Stations**

**A. Technical Specifications**

Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between NRDA and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

**Stations**

<b>S. No.</b>	<b>Stations - Minimum Specifications</b>
1	Modular design- easy to construct and de-construct. Station location can easily be changed
2	Installed in a manner that ensures safety of the stations infrastructure and cycles
3	Covered Station- Cycles and space for station attendants should be covered to ensure protection from heat and rain
4	Accommodates gaps caused by on-street obstructions such as manhole covers
5	One panel of 6ft*6ft for Advertisements at each station
6	Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels

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

Should NRDA find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 15 days to propose a solution. The final designs will be subject to approval from NRDA. After receiving approval on the final design, the Service Provider may proceed to manufacture/ acquire the rest of the Cycles and Stations.

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

## **B. Minimum Hours of Operation**

- The system will run for a period of at least 14 hours every day.
- If the operator decides to operate for 14 hours, the hours of operations should be 6am to 8:00 pm.
- If the operator decides to expand the number of operating hours beyond 14 hours, then it is mandatory that the time period 6 am to 8 pm falls within the operating hours of the system

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

## **C. Number of Stations**

Minimum 10 numbers of Stations is to be installed by the service provider. Each station should comply with the technical standards as specified in Annex A. However if Service Provider wants to increase the number of Station, same can be done at the cost of service provider and a written approval from NRDA

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

### **3. Number of Docks**

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.

<b>Sr. No.</b>	<b>Docks- Minimum Specification</b>
1	Separate docks for each cycle
2	Docks with inbuildlocking Mechanism and RFID return detection
3	System Cycles are locked on to docks/ locking posts and never to each other
4	Simple design which do not consume a lot of space
5	Rust and Graffiti free material
6	Guaranteed life of at least 5 years

### **Number of Devices for Card Verification**

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

#### **4. Central Control System**

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

(b) **Minimum technical specification**

<b>S. No.</b>	<b>Central Control System – Minimum Specification</b>
1	Connection to the registration centres and station check in and check out equipment at centres
2	Able to compile information at station level and system level
3	Able to track the availability of cycles and docks at each station of the system
4	Able to use the cycle and dock availability information to make decision on redistribution of cycles
5	Able to provide real time information of the system to NRDA
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 NRDA
9	Central Computer System should be upgraded and maintained daily
10	System is integrated with the ITS system of the BRT
11	The contractor will provide reports to NRDA in accordance with an agreed upon schedule or an request
12	Physically staffed office space housing the central control system
13	Computer terminals and communications equipment allowing Service Provider staff to monitor system status
14	The Service Provider shall provide call centre number for queries and feedback for the system

(c) The space required for the Control Centre will be made available by NRDA.

(d) The Service Provider shall:

- (i) Should provide for software to aid in monitoring of the system including details like cycle and dock availability at each station.
- (ii) Software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
- (iii) Software which will be able to help in system planning and expansion.
- (iv) Procure software and hardware for the processing of customer payments via different modes.
- (v) The hardware and software should meet the “Minimum Technical Standards”
- (vi) The Central Control system should be linked to the ITS system of the BRT system to ensure coordination between both modes.
- (vii) Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by service provider.

## **5. Redistribution**

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

<b>Sr. No.</b>	<b>Redistribution Vehicles – Minimum Specifications</b>
1	Designed to ensure transfer of cycles with minimal damage
2	Follows the same brand guidelines for the entire system. Should look like a part of the rest of system

## **6. Depots and Workshops**

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

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

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

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

## **7. Registration of Users**

Registration is a necessary pre-condition to gain access to the PBS system. All users are required to register with the system using a valid Credit card or personalized BRT Smart Card.

An infopoint will be identified by NRDA along with the service provider, where registration will be undertaken. In addition to registering via mobile App, website and at the station terminals, the users can go there .to register with the system Cards issued under the BRT system shall be valid on the PBS system as well.

## **8. Fare Collection System**

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

The Fare structure, Membership fees and usage fees shall be determined by mutual consent. No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.

However if there are any changes suggested in Fee Structure by the Service Provider same can revised with the written approval by NRDA.

## **9. User Information System**

Service Provider need to develop and Integrated Website for PBS and establish a smart phone app for the system which will help users both static and real time information about the system. Also, if such information is to be integrated with any other system of NRDA Service Provider will provide support for same without any extra cost.

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

## **10. Advertisement Space**

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

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but NRDA will have the final right of approval on the same.

## **11. Marketing and User Education**

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

## **12. Human Resource Plan**

The Service Provider

- (a) Enlist trained professionals to operate the Cycle Sharing System.

- (b) Hire adequate staff to ensure that scope of services as mentioned in the RFP are met.
- (c) Shall make all statutory employee related payments as per applicable law.

### **13. Data Reporting**

During the Operation Period:

- (a) The Service Provider shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be access by the NRDA or its representative. The real-time data shall be in such a format that the NRDA shall be able to evaluate the performance of the Service Provider against the Service Levels set forth in this Agreement.
- (b) The Service Provider shall no later than 7 (seven) days after the close of each month, furnish to the NRDA 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 NRDA to understand how much service charge accrues to the operator for that month's operation standards.
- (c) The Service Provider shall no later than 14 (fourteen) days after the close of each quarter furnish to NRDA 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
- (d) experience and quality of service including potential location where the cycle share can be expanded to.
- (e) NRDA may request the Service Provider for any additional information other than the real-time data if need be.
- (f) NRDA will have complete ownership on the data.

### **14. Maintenance**

- (a) The Service provider needs to ensure that the cycles and all other assets of the system are regularly maintained on a regular basis. The Service provider is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the cycles of the system. The Maintenance checks are not to be conducted during hours of operation of the system.
- (b) Cycles which require more than on-station maintenance should be taken to the Depot for repairs and be replaced with cycles from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system.
- (c) Information of the problems that were addressed at each station with regard to cycles and other infrastructure needs to be properly recorded and entered into the central data base.
- (d) The exact maintenance schedule will be finalized by NRDA after consultation with the service provider.

**(e) Legal**

- (a) Bear all applicable National, State and local taxes on purchase of equipment.
- (b) Bear all the risk incurred on vandalism of the system- cycles, docks, terminals and other components within the station premises & vandalism and loss of cycle which has been rented out.
- (c) Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
  - (i) Any financing agreement law of India
  - (ii) Such insurance may be necessary in accordance with the Prudent Utility Practices

**Schedule-III**

**Mandatory Service Levels**

<b>Reference</b>	<b>Description</b>	<b>Performance Indicator</b>	<b>Analysis period</b>	<b>Performance levels</b>
<b>Stations' Status</b>	Inspection of stations	No. of visits performed to a station for evaluation of all the functionalities and cleaning status	week	≥ 2
	Stations in operation	No. of operational stations / total of stations	day	≥ 95%
	Docks in operation	No. of operational docks in the stations / total docks of the station	day	≥ 95%
	Repair of inoperable docks	Elapsed time, in hours, between notification or detection of an anomaly causing inoperability of a dock and its repair	day	≤ 48h
	Regular cleaning of stations	No. of cleanings done to a station	week	≥ 2
	Urgent cleaning of stations	Time elapsed, in hours, between the cleaning request and its execution	day	≤ 48h
<b>Bicycles' Status</b>	Inspection of bicycles	No. of inspections to each bicycles and its cleanliness status	week	≥ 2
	Bicycles in operation (day time)	No. of operational bicycles / total of bicycles	day	≥ 95%
	Repair of inoperable bicycles	Time elapsed, in hours, between the notification or detection of anomaly causing the inoperability of the bicycle and its repair and restitution into operation, or its replacement with an operational bicycle that was not included in the 'total of bicycles'	day	≤ 48h
<b>Distribution of the bicycle fleet</b>	Availability of bicycles in type A stations (in day time)	No. of 1 hour periods (complete and continuous) during which a type A station had no operational bicycles	day	≤ 4h
	Availability of bicycles in type B stations (in day time)	No. of 1 hour periods (complete and continuous) during which a type B station had no operational bicycles	day	≤ 24h



**Service Level Bench Mark for payment of Operation Cost shall be as follows -**

<b>Indicator</b>	<b>% Payment</b>
<b>High priority Stations – empty, peak hours/non-peak hours</b>	<b>5</b>
<b>Low priority stations- empty, peak hours/non-peak hours</b>	<b>2.5</b>
<b>Bicycle availability</b>	<b>7.5</b>
<b>Service availability</b>	<b>5</b>
<b>ITES availability</b>	<b>10</b>
<b>Maintenance schedule adherence</b>	<b>5</b>
<b>Membership</b>	<b>2.5</b>
<b>Ridership level</b>	<b>2.5</b>