

SHIMLA SMART CITY LIMITED, SHIMLA

&

HP INFRASTRUCTURE DEVELOPMENT BOARD

invites

Request for Proposal

**'for Engagement of Agency for Installation and Operation of
PUBLIC BICYCLE SHARING ON PPP MODE AT SHIMLA under
SHIMLA SMART CITY MISSION'**

May 2020

Table of Contents

Sr. No	Description	Page No
	Disclaimer	6
	Definitions	7
1	Introduction	10
1.1	Shimla	10
1.2	Transport Scenario	11
1.3	The Bicycle Sharing System for Shimla	12
1.3.1	Eligibility Criteria for the Bidder	14
1.3.2	Conflict of interest	15
2	RFP Data Sheet & Timelines	16
3	Scope of work	17
3.1	System Planning and Installation	17
3.2	Technical and operational standards	19
3.2.1	Bicycles – General Standards	19
3.2.2	Number of Cycles- Fleet Size	20
3.2.3	Stations/ parking spaces	20
3.2.4	Minimum Hours of Operation	21
3.2.5	Number of Stations/ Parking Spaces	21
3.2.6	Number of Docks/ Locking posts (If applicable)	22
3.3	Bicycle Parking Spaces	22
3.4	Central Control System	23
3.5	Redistribution	24
3.6	Depots/ Workshops	24
3.7	Registration of Users	25
3.8	Fare Collection System and User Charges	25
3.9	User Information System	27
3.10	Advertisement Space	27
3.11	Marketing and User Education	27
3.12	Human Resource Plan	28
3.13	Data Reporting and Sharing	29
3.14	Maintenance	29
3.15	Legal	30
4	Minimum Technical Specifications	31
4.1	Bicycle	31
4.2	Stations	31
4.3	Docks (if applicable)	32
4.4	Device for Check in and check out/ card verification	32
4.5	Central Control System	32

4.6	Redistribution vehicles	33
4.7	Depots / Workshop	33
4.8	Registration Centers (If applicable)	33
4.9	User Information System	34
4.10	Service Level Benchmarks	35
5	Implementation	38
5.1	Contract Period	38
5.2	On Ground Testing	38
5.3	List of Indicative Deliverables	38
5.4	Damages	38
6	Summary of Responsibilities	40
6.1	The Concessioneing Authority	40
6.2	Service Provider	42
7	Bidding Process	43
8	General Instructions to Bidders	47-53
9	General Conditions of Contract	54-65
	Annexure A. Format for Letter of Application	66
	Annexure B. Form for Performance Security	68
	Annexure C. Format for General Information	70
	Annexure D. Format for Undertaking	71
	Annexure E. Formats for Power of Attorney and Memorandum of Understanding or consortium	72
	Annexure F: Memorandum of Understanding	73
	Annexure G: Format for power of attorney for Signing of application	75
	Annexure H FINANCIAL BID FORMAT	76
	Annexure I LETTER OF ACCEPTANCE	77
	Annexure J FORM OF AGREEMENT	78
	Annexure K Undertaking	80

NOTICE INVITING TENDER

SHIMLA SMART CITY LIMITED (SSCL) through HP Infrastructure Development Board (HPIDB) invites Technical and Financial Bids from the prospective bidders for “Engagement of Agency for **Installation and Operation of Public Bicycle Sharing System in Shimla, Himachal Pradesh** under **Shimla Smart City Mission**” through tendering process. The term of the services will be 6 years. The Agreement shall be executed by Municipal Corporation, Shimla (hereinafter called as Concessing Authority). SSCL is looking for the Agency for Installation and Operation of Public Bicycle Sharing System in Shimla. Brief Schedule of bidding activities is as below:

“Engagement of Agency for Installation And Operation of Public Bicycle Sharing System in Shimla under Shimla Smart City Mission”	
Description	Date
Date of Pre-Bid Meeting	16 th June, 2020 at 11:00 Hrs at HPIDB Office, New Himrus Building, Circular Road, Shimla
Last date for purchase of Tender	20 th July 2020 Before 16:00 Hrs
Last Date of Bid Submission	21 st July, 2020 Before 16:00 Hrs
Date of opening of Technical Bid	21 st July, 2020 at 16:30 Hrs
Opening of Financial Bid	(To be informed later)
Earnest Money deposit (E.M.D.)	Demand Draft from any scheduled Bank valuing Rs. 100000/- (Rs. One Lakh only) in favour of HPIDB, Shimla.
Cost of Bid Document (Non-Refundable)	Rs. 5,000/- (Rs. Five Thousand Only) + GST (18%)

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from the website as mentioned in the NIT

(Notice Inviting tender). Interested eligible applicants may obtain further information from the HPIDB Office. The project consists of works as mentioned in the RFP document. An Agency will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. The Concessioneing Authority has right to accept / reject any tender without assigning any reason. The Concessioneing Authority reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions. The document can be downloaded from the website <http://himachalservices.nic.in/hpidb/>

HPIDB FINAL-23.05.2020-Website

Disclaimer

SHIMLA SMART CITY LIMITED (SSCL)/ Municipal Corporation Shimla, (hereinafter called as Concessing Authority) has prepared this Request for Proposals (RFP) to install and operate the Public Bicycle Sharing System in Shimla. 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 objectives of the Public Bicycle Sharing System. The SSCL/Concessing Authority has taken due care in preparation of information contained herein and believes it to be accurate. However, neither the SSCL/Concessing Authority or any of its agencies nor any of their respective officers' employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on the SSCL/Concessing Authority and any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of the SSCL/Concessing Authority any kind of error, misprint, inaccuracy, or omission.

The Concessing Authority/HPIDB reserves the right not to proceed with the project, to alter the time table 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.

Definitions

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

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

"Concessioneing Authority" is Municipal Corporation, Shimla .

"Authorized Fleet" is the number of Cycles to be operational as approved by the Concessioneing Authority.

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

"Bicycle Sharing System" or **"System"** means a personal public transport system consisting of a network of cycles and stations in which a user can check out a bicycle at any station using an RFID- based smart card and / or Mobile/Web Application and return the bicycle to the same or any other station and in which information is tracked in real-time using an information technology system. It refers to the hardware, software, and premises associated with this project for Shimla that is being implemented by the Concessioneing Authority in various phases, unless otherwise specified.

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

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

"Bidder" means any Entity, including a sole proprietor or a partnership firm or Limited Liability Partnership or a Company or a Society / Trust or Joint Venture or a Consortium, who submits a Bid along with Bid Security under this RFP with in the stipulated time for submission of Bids.

Bid Variable – The project will be awarded to the bidder who quotes maximum premium / lowest grant per cycle.

“Commencement Date” means the date stipulated by the Concessioneing Authority for commencement of the Bicycle Sharing System by the Service Provider under the Service Provider Agreement and shall not be earlier than 120 days from the date of signing of Service Provider Agreement.

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

“Consortium” shall mean an association of two (2) entities formed especially for the purpose of bidding for this RFP.

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

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

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

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

“Fleet” means the number of cycles that are available for use in the Bicycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all cycles that are in a good and running condition and are available for commercial service for at least 16 hours during the respective 24- hour period.

“HP Infrastructure Development Board or HPIDB” means the Government agency responsible for conducting bid process management of this project.

“Lead Member” means one of the entities in the consortium who has more than 51% share in the consortium.

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

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

"Payment Period" is the period which is due and payable by the Concessioneing Authority (in case of grant) or by Service Provider (in case of premium) for the services operated by the Service Provider. The payment shall be due at the end of each quarter (3 months) after the commercial operation date to be reckoned with the issue of service certificate.

"Project Asset" means Stations, Cycles, the Control Center, and other facilities created as part of the Bicycle Sharing System.

"Redistribution" is the activity of a bicycle being moved by the Service Provider (normally from station to station or station to depot) using the distribution vehicle/s.

"Representative of the Concessioneing Authority" means any person duly authorized by CONCESSIONING AUTHORITY for the purposes of this RFP.

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

"Ride" is a trip taken by a registered customer of the Bicycle Sharing System in which a bicycle is checked out from one Station and returned to another /same Station.

"Service Certificate" means a document that accrued its compliance by the Service Provider with all requirements established in the contract to allow the Bicycle Sharing System to begin operations.

"Service Provider" shall mean the Bidder who won the Bidding process of this RFP and to whom a Letter of Acceptance is issued by the Concessioneing Authority and Service Provider Agreement to install and operate the Bicycle Sharing System is entered with.

"Service Provider Agreement" or simply "Provider Agreement" means this Agreement including, without limitation, any and all Annexures there to which will be entered in to between the Concessioneing Authority and the Service Provider through which the Concessioneing Authority will grant the rights to the Service Provider to install and operate the Shimla Bicycle Sharing System during the period of the Agreement.

"SHIMLA SMART CITY LIMITED (SSCL)" who is issuing this RFP.

"Stand By bicycles" means the number of additional cycles that the Service Provider shall procure and maintain to ensure that the size of the operational Fleet is equal to or greater than that of the Authorized Fleet at all times.

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

"On Ground Testing Period" is the period preceding the Commercial Operations Date during which Service Provider shall demonstrate the functionality of the Bicycle Sharing System.

"Vandalism" means destruction of or damage to any part or all of Project Assets deliberately.

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

1. Introduction

1.1 About HPIDB, Shimla

Himachal Pradesh Infrastructure Development Board (HPIDB) is a nodal agency set up by Government of Himachal Pradesh through Himachal Pradesh Infrastructure Development Act 2001 to provide framework for participation by persons other than the State Government and Government agencies in financing, construction, maintenance and operation of infrastructure projects. HPIDB also act as a Public Private Partnership (PPP) Cell of the State Government.

SHIMLA SMART CITY LIMITED (SSCL)" constituted for the purpose of conceptualization and implementation of innovative and smart projects in the Shimla. The SSCL recognizes the importance of health, fitness, reducing carbon foot print in the process of economic and social development and improving the quality of life of citizens. Keeping in consideration of these factors, the SSCL, Shimla is adopting a synergistic approach by implementation of various key projects in the area of urban infrastructure.

As part of this approach, SSCL, Shimla, intends to develop Public Bicycle Sharing in Shimla City, through HPIDB under PPP Mode. However, the agreement shall be executed by Municipal Corporation , Shimla (hereinafter called as **Concessioneing Authority**)

Shimla is one of the most visited hill stations in India, Shimla is beautiful place nestled cozily in the ranges of the mighty Himalayas. It was known as the summer capital of India. Now, it is the capital city of Himachal Pradesh located in the northern India. It is bounded by Mandi and Kullu in the north, Kinnaur in the east, the state of Uttarakhand in the south east, and Solan and Sirmaur to the south. As of 2011, Shimla comprises 19 erstwhile hill states mainly Balson, Bushahr, Bhaji and Koti, Darkoti, Tharoch & Dhadi, Kumharsain, Khaneti & Delath, Dhami, Jubbal, Keothal, Madhan, Rawingarh, Ratesh, and Sangri.

Connectivity

Shimla is connected by road, rail and air. Shimla is connected by road with Delhi (365 km), Chandigarh (117 km) and Kalka (90 km) through NH-22. National Highway 88 provides connectivity to the Kangra Valley and contributes significantly to the tourist circuit of Himachal Pradesh. Shimla is connected by narrow gauge railway line from Kalka (90 km). Shimla Airport at Jubbarhatti, 23 km from city is connected to Delhi.

Demography

Shimla Planning Area (SPA), has a population of 1,74,789 persons (2001 census), accounting for about 24% population of the Shimla district. As per the UDPFI (Urban Development Plans Formulation and Implementation Guidelines, Ministry of Urban Affairs and Employment, Govt. of India, 1996), a hill town with population of 80,000 or more is considered as large city. The population of SPA has increased from 1,29,827 persons in 1991 to 1,74,789 in 2001, recording a decadal growth rate of 34.63%. During the past few decades, the city's population has grown at a faster pace than the corresponding state average of 25%. As per Census Provisional Records 2011, the urban population of Shimla is 2.01 Lakhs (Shimla district population-8.13 lakhs, 2011 census). The literacy rate of Shimla is 83.64%.

Tourism

Tourism industry is one of the main growth drivers for the state of Himachal Pradesh. Tourism provides direct employment opportunities in hotels and guesthouses, bars and restaurants, guides, travel agents, photographers etc. and generates large indirect employment.

1.2 Transport Scenario

Existing Transportation Scenario

As per the Comprehensive Mobility Plan for the Shimla, the characteristics of the road network is as under:-

S.No.	Category	Description	Characteristics
1	Main Arterial Road	Cart Road or Circular Road or Motor Round Road , NH 22 and NH-88	<ul style="list-style-type: none"> The length of Cart road is 18 km. Intersection to minor roads along Cart road at about 66 locations On-street parking of vehicle on all sections of Cart road
2	Municipal roads	All the roads connecting to Cart Road are municipal roads and are maintained by Shimla Municipal Corporation	<ul style="list-style-type: none"> The total length of roads for vehicle movement under the Municipal Corporation as per data available with the SMC is 74.6 kms
3	Mall road	The road from Boileauganj to Scandal point and from Scandal point to Secretariat and from Scandal Point to Sanjauli Chowk	<ul style="list-style-type: none"> The road along the Mall is for pedestrian movement and entry is restricted for vehicles except for vehicles with permits and emergency vehicles
4	Municipal pathways or staircases	Municipal paths are in form of blacktop streets along with stairs for pedestrian movement	<ul style="list-style-type: none"> These paths or stairs are used for manual transportation of goods/payloads by porters The total length of walk paths under SMC is 73 kms.
5	Lift	Connectivity between the Mall road and the Ridge with circular road	<ul style="list-style-type: none"> The lift is the only mechanized transport system available for vertical mobility between Circular road and the Mall road.

Source:- CMP – Shimla

1.3 The Bicycle Sharing System for Shimla

The proposed system will have 150 cycles spread over 15 stations across the city. However, the number and stations may vary depending on the final feasibility submitted by successful bidder and approved by Municipal Corporation, Shimla. The project will be implemented by the service provider with in a time period of 4 (Four) months (**i.e. Implementation Period**) of signing the service provider agreement. However, number of cycles or / and stations can be increased / decreased with the approval of the Concessioneing Authority on the same terms and conditions.

The three indicative routes, which is proposed by Concessioneing Authority and subject to on ground feasibility by the selected bidder are as follows:

Bicycle Route	Total Distance of Route / No of Bi-Cycles	
	H.P. University - Indian Institute of Advance Study – Baluganj – Chaura Maidan – CTO	5.5 Km. Approx.
Sanjauli to Lakkar Bazar	2 Km. Approx.	Indicative Bicycle : 25 Approx. Land Area available at each of the proposed Stations - 10 meter x 2.5 meter Indicative Stations : Govt college near Sanjauli , Land near Senior Citizen Club, MC Tube Well and Lakkar Bazar
Chota Shimla near Secretariat to near High Court	1.5 Km. Approx.	Indicative Bicycle : 50 Approx. Land Area available at each of the proposed Stations - 10 meter x 2.5 meter Indicative Stations: Near Secretariat

The SSCL/Concessioneing Authority hereby requests interested Parties to respond to this call for Request for Proposal for the development, design, procurement, installation, operation and maintenance of the Bicycle Sharing System in the city of Shimla. The terms of payments and revenue would be as detailed below:

- a) The Capital Cost and the Operation Cost of the project will be borne by the service provider. Penalties will be levied on the service provider in absence of / deviation from the service level benchmarks. The Service level benchmark is mentioned in Section 4.10.
- b) The contract shall be for a period of 6 (Six) years, including implementation period from the date of signing of service provider agreement.
- c) During this period, the service provider is entitled to:
1. **Fare box revenue:** Revenue earned from sale of memberships and rent earned from renting of cycles to the users.
 2. **Advertisement Revenue /Sponsorship Contract Revenue:** The service provider will be given the rights to sell advertisement space on the system. This include advertisement space on cycles and station infrastructure like panels and docks at the station. Alternatively, the service provider may also sell sponsorship contract of the system to a single entity. The sponsorship contract will include not only space on the system but also naming rights to the system.
 3. **Annual Cycling Event:** The Service provider will be given the rights to conduct an annual cycling event in the city along with the Concessions Authority. The profits made from this event will also be used to run the PBS system.
 4. **CSR Funding:** The Service provider is also given the rights to tap in to CSR funding of private organizations to fund the operations of the system.

The location for the bicycle stations will be determined by the Concessions Authority in consultation with the selected service provider.

Utility Shifting: If any Utility Shifting is required for stations, then cost of same shall be borne by the Concessions Authority.

1.3.1 Eligibility Criteria for the Bidder

The Bidder must meet the following qualification criteria as on the last date of submission of this bid:

S. No	Type	Qualification Criterion	Documentary Evidence
1	Technical Criteria	<p>The Sole Bidder / Lead Member shall be in operations for a period of one (1) year as on published date of RFP and shall be in the business of :</p> <ul style="list-style-type: none"> Public Bicycle sharing rental with IT enabled technology. IT / Technology based Taxi or car rental/sharing. IT / Technology based two-wheeler rental/ sharing. Bicycle Manufacturing / Trading 	<ul style="list-style-type: none"> Copy of certificate of Incorporation / Registration Global companies to provide equivalent proof of incorporation /registration A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written power of attorney for this bid on a stamp paper, authorizing the lead bidder to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to the payments. MoA /AoA shall be submitted showing the area of business.
2	Financial Criteria	<ol style="list-style-type: none"> Sole Bidder / Consortium as a whole should have annual turnover / revenue of Rs. 100 Lakh during the last financial year. (The bidder should use data of FY 2018-2019) Sole Bidder / Consortium as a whole should have Positive Net-worth during the last financial year. (The bidder should use data of FY 2018-2019) 	<ul style="list-style-type: none"> Audited financial statements for the specified financial year on which financial criteria is claimed. Auditor's certificate clearly specifying the Annual turnover for the specified year. Auditor's certificate clearly specifying the Net-worth for the specified year.
3	Company Standing	<p>As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) should not be blacklisted by any State /Central Government Department or Central /State PSUs.</p>	<p>The Sole Bidder or the Partner In charge and all other Members of Consortium:</p> <ol style="list-style-type: none"> Undertaking to this effect on the letter head, signed by bidders' authorized signatory. In case of consortium, this needs to be provided by each of the consortium member.

1.3.2 Conflict of interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, The Concessioneing Authority shall forfeit and appropriate the tender security as mutually agreed genuine pre-estimated compensation and damages payable to the Concessioneing Authority for, inter alia, the time, cost and effort, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the CONCESSIONING AUTHORITY hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(a) Constituent of Bidder is also a constituent of another Bidder;

or

(b) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or an Associate thereof;

or

(c) Bidder has the same legal representative for purposes of this Bid as another Bidder;

or

(d) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party / parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other;

or

(e) Such Bidder or any Associate thereof has participated as a consultant to the Concessioneing Authority in the preparation of any documents design or technical specifications of the matters covered in the tender. Notwithstanding anything stated herein a Conflict of Interest situation arising at the prequalification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

2. RFP Data Sheet & Timelines

"Engagement of Agency for Installation And Operation of Public Bicycle Sharing System in Shimla"	
Description	Date
Date of Pre-Bid Meeting	16 th June 2020 at 11:00 Hrs at office of General Manager, HPIDB, Shimla-171001
Last date for purchase of Tender	20 th July, 2020 Before 16:00 Hrs
Last Date of Bid Submission	21 st July, 2020 Before 16:00 Hrs
Date of opening of Technical Bid	21 st July, 2020 at 16:30 Hrs
Opening of Financial Bid	(To be informed later)
Earnest Money deposit (E.M.D.)	Demand Draft from any scheduled Bank valuing Rs. 100000/- (Rs. One Lakh only) in favour of HPIDB, Shimla.
Cost of Bid Document (Non-Refundable)	Rs. 5,000/- (Rs. Five Thousand Only) + GST (18%)
Website for downloading the RFP document	http://himachalservices.nic.in/hpidb/
All the communications shall be sent to email address.	hpidb-hp@nic.in
Bidders are advised to visit at regular interval for any corrigendum or addendum at the website.	http://himachalservices.nic.in/hpidb/
Place of Submission of Bid	HPIDB Office, New Himrus Building, Circular Road, Shimla
Performance Security	Unconditional/Irrevocable Bank Guarantee / Demand Draft of Rs. 10,00,000/- (Rs. Ten Lakh Only) in favour of Municipal Corporation, Shimla
Options of submission of Demand Draft for Cost of Bid Document	Bidder may download the Bid Document from the website, but during the submission of Bid , Bidder must deposit the Cost of Bid Document along with EMD.

The above time frame is indicative and would be subject to change as may be notified from time to time. All times refer to Indian Standard Time

3. Scope of work

The contract will be for design, procurement, installation, operation and Maintenance of the Bicycle Sharing System in the city of Shimla, Distt. Shimla, Himachal Pradesh. Service providers need to provide integrated and innovative solutions for the Shimla Bicycle Sharing System, including but not limited to all the hardware, software and system solutions along with operation of the system. The Service providers is also expected to set up a control center, smart card / mobile & web based application, electronic payment systems, operations and maintenance; marketing and outreach; and customer service.

The contract will be granted for a period of 6(Six) years from the date of signing of Agreement, including implementation period. The Service Provider's Scope of work includes:

3.1 System Planning and Installation

3.1.1 System Planning

A list of station locations and size and capacity of each station will be proposed by the service provider. The Concessioneing Authority will review the list and space details and give the recommendations on the same.

The service provider shall conduct activities including but not limited to:

- Evaluating the locations for Docking / Cycle Railing Station along with their sizes and capacity
- Conduct public outreach and location surveys to evaluate demand across the city
- Make recommendations on location, number of cycles and size of each station in the system. The final decision on the location and size rests with the Concessioneing Authority.

3.1.2 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 list of spaces required and layouts to the Concessioneing Authority for approval. The Concessioneing Authority will clear the approved site and obtain necessary permission from competent Concessioneing Authority / authorization for handing over the site(s) to service provider.

The 150 Bicycles are envisioned to be spread typically in close proximity to public transport modes and important locations including transit /cultural / educational / institutional areas in the city in order to complement the existing transport system of the city. However, the number and stations may vary depending on the final feasibility submitted by successful bidder and approved by Municipal Corporation, Shimla. The bidder may propose more areas / locations/suitable route ,if any, to be added for the PBS system.

The service provider is required to notify the Concessioneing Authority of any plans to change their fleet size two weeks before deployment or cessation of services or change in number of docks and reasons thereof at least 3 months in advance.

The system installation will be divided in to 3 phases:

Phase1: User Generation Campaign

Period of at least four 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 Shimla in understanding the operations of PBS and also generate memberships to the system.

Phase2: On ground Testing

A period of 2 week before formal launch, where the components and systems are tried and tested by the service operator. During this period, the system need not be open to the public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase3: Formal Launch of the system

Within 4 months of the date of signing the contract with the Concessioneing Authority, the service provider should formally launch the system.

The schedule of 3 phases of installation is given below:

Phase	Time Line	Total Cycles
Phase 1: User Generation Campaign	At least 4 weeks before Phase 3	As per marketing strategy of Service Provider
Phase 2: On ground testing	Two weeks before Phase 3	>=25% of authorized fleet size

Phase 3: Formal Launch	4 months after signing of Service Provider Contract	>=150
------------------------	---	-------

3.2 Technical and operational standards

3.2.1 Bicycles – General Standards

- Certification demonstrating that each model bicycle put into service meets Good Industry Practices.
- Minimum Technical specifications for the cycles should at least meet the “Minimum Technical Standards” given in the sections below.
- The service provider shall procure such cycle equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between the Concessioneing Authority and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- The Service Provider will present prototype Cycles for the Bicycle Sharing System to the Concessioneing Authority for inspection.
- The Concessioneing Authority 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 the Concessioneing Authority.
- Should the Concessioneing Authority find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 10 days to propose a solution. The final designs will be subject to approval from the Concessioneing Authority. 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 the Concessioneing Authority. The final decision rests on the Concessioneing Authority and no additional branding components of any kind may be added to this design by the service provider.

- The service provider shall provide on every bicycle contact information for bicycle relocation requests.

3.2.2 Number of Cycles- Fleet Size

- Procure Cycles as per the Authorized Fleet size set by the Concessioneing Authority. Each of which shall comply with the technical standards as specified
- 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.
- A review of the Authorized size of the system will be triggered at any point if the average number of rides in the system crosses the condition given below:
- If $r/f > 10$, the Authorized Fleet size can be increased by an increment specified by the Concessioneing Authority within 60 days of the end of the previous payment period.
- If $r/f \leq 10$, the Authorized Fleet will remain the same.

Where

r = Is the average number of Rides during the previous 30days and

f = Is the Authorized Fleet during the previous 30 days.

In general, the incremental change in fleet size will be at least 20 cycles and / or 2 stations for any given revision in the Authorized Fleet but the decision can be made by the Concessioneing Authority on an adhoc basis depending on the need / demand.

3.2.3 Stations

The station specific hardware and software components of the Bicycle Sharing system should at least meet the "Minimum Technical Standards" as given in section below.

The service provider shall procure such stations related equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between the Concessioneing Authority and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

The Service Provider will present prototype Station for the Bicycle Sharing System to the Concessioneing Authority for inspection. The Concessioneing Authority 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 the Concessioneing Authority.

Should the Concessioneing Authority find any discrepancy between the prototype and the technical specifications, and then the Service Provider will have 10 days to propose a solution. The final designs will be subject to approval from the Concessioneing Authority. After receiving approval on the final design, the Service Provider may proceed to manufacture /acquire the rest of the equipment for Stations.

3.2.4 Minimum Hours of Operation

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

- If the operator decides to operate for 16 hours, the hours of operation should be 6 am to 10 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 the Concessioneing Authority, who will have the final Authority to decide.

3.2.5 Number of Stations

Minimum 15 numbers of Stations for initial indicative authorized fleet of 150 bicycles are to be installed / identified by the service provider. However, the number and stations may vary depending on the final feasibility submitted by successful bidder and approved by Municipal Corporation, Shimla. Each station should comply with the technical standards as specified in the document. However, if Service Provider wants to increase the number of Station and Cycles, the same can be done at the cost of service provider and a written approval form the Concessioneing Authority

- The system proposed by The Service Provider will install Stations as per the timelines
- The number of units required for some of the essential station components /infrastructure are highlighted in sections below.

3.2.6 Number of Docks/ Racks / Railing

The number of docks / Racks / Railings at each station should be more than the number of authorized bikes at each station, to ensure availability of excess spaces, to accommodate peak hour demand. The number of docks / Racks / Railings at each station should be 1.5 times more than the number of bicycles typically planned to be parked at any given station.

A device / mechanism is required to validate the user in to the system and out of the system. This system will be connected to the central control system. In case of hand help/ hardware device, the functionalities of the equipment are listed in the section on Minimum Technical Specifications.

The requirement of this device however depends on the type of technology used. If the cycles are inbuilt with the card verification and card reading device the requirement of a separate card verification device is ruled out.

3.3 Bicycle Parking

- The Service providers shall submit an service area for launch of operations.
- Bicycles shall be parked only at designated parking hubs approved by the Concessioning Authority. Any unauthorized parking can be subjected to towing by the authorities.
- The Service Providers shall inform customers on how to park a bicycle properly and insist customers to park a bicycle properly within the designated area.
- The Concessioning Authority reserves the right to determine certain areas where bicycle share parking is prohibited.
- Bicycles shall not be parked in a manner that would obstruct movement of pedestrians, shops and other road users.
- Bicycles shall not be parked in a manner that would hinder the visibility of motorists at junctions.
- Any Bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the Service Provider within two hours.
- The Concessioning Authority retains the right to create geo-fenced stations within certain areas where bicycles shall be parked.

- The Service provider shall relocate or rebalance bicycles within two hours of a request from the Concessioneing Authority in the case of non-compliance of the Service Level Agreements/Violation of parking norms.
- Any Bicycle that is parked at undesignated locations for more than 24 hours may be removed by the city authorities and taken to their nearest towing facility for storage at the expense of the Service Provider. However, bicycles parked at undesignated places that obstruct other road users can be removed by the city authorities immediately when noticed.
- Bicycles shall be upright when parked.

3.4 Central Control System

The Concessioneing Authority shall provide the constructed space of approximately 150 Sq. Ft. for Central Control System.

The service provider should provide for a Central control system which can on a real time basis monitor the operations of the system (all its components). The central control system provides the backbone of the PBS system. The Control Center will constitute the Concessioneing Authority's single point of contact to enable the Concessioneing Authority to coordinate with the Service Provider in the course of the day-to-day operation and management of the Bicycle Sharing System by the Concessioneing Authority. The Service Provider shall ensure that the Control Center 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 center and the Concessioneing Authority.

The constructed space required for the Control Center will be made available by the Concessioneing Authority. The service provider shall:

1. provide for software to aid in monitoring of the system including details like bicycle and cycle space availability at each station.
2. install software which will be able to aid the service provider in tracking stations and enabling efficient redistribution of cycles across stations
3. Install software which will be able to help in system planning and expansion.
4. procure software and hardware for the processing of customer payments via different modes.

5. ensure that the hardware and software should meet the “Minimum Technical Standards” as given in section below.
6. ensure that the Central Control system should be linked to the ITS system of the existing / upcoming public transport system to ensure coordination between both modes.
7. 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.
8. be responsible for maintenance, payment of electricity bill and all other related expense of the spaces provided for PBS.
9. maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

3.5 Redistribution Vehicle(s)

1. The Service Provider shall ensure that the cycles are redistributed on a regular basis between stations to ensure that no area is un serviced or overly serviced for an extended period of time
2. The service provider should provide adequate number of vehicles which are used only for the purpose of redistribution of cycles across stations.
3. The service provider shall provide the Concessioneing Authority with a direct contact for bicycle share company staff that are capable of redistributing bicycles.
4. If a bicycle is found to be unused found at non specified location continuously for more than 7 days, the Concessioneing Authority has right to seize the property and will be returned to the Service Provider upon payment of costs incurred by the Concessioneing Authority in transporting seized vehicle.

3.6 Depot / Workshops

The Concessioneing Authority shall provide the constructed space of approximately 200 Sq. Ft. for spare Cycles, cycles repair, equipment and Parking space for redistribution vehicles to the service provider.

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. Such

location should be accessible and appropriately equipped to manage the Bicycle Sharing System. Cost for equipment for maintenance & repair of cycles is to be borne by the service provider.

3.7 Registration of Users

Registration is a necessary pre-condition to gain access to the PBS system. Registration of the users is necessary for the system to identify and track the user who has borrowed the cycles from the system, thus reducing the probability of theft and vandalism.

All users are required to register with the system either through the app or website through a clearly defined mechanism. The system should be accessible through the smart phone app and website and/or the card issued by the service provider.

3.8 Fare Collection System and User Charges

1. The Fare collection system of the PBS should be integrated with the fare collection system of the existing / upcoming public transport system.
2. The Fare structure, Membership fees and usage fees are mentioned in the tables below. No additional fees may be collected by the Service Provider or the staff.
3. Tipping or any exchanges of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.
4. All decisions regarding revisions in fare will be made by the Concessioning Authority's officer in charge for the project and shall only become applicable with the written approval by the Concessioning Authority.

Fare Structure: The fare structure for the system as determined by the CONCESSIONING AUTHORITY is given below. There are four main components to the fare and payment structure:

1. Security Deposit
2. Subscription Fee
3. User Fees
4. Processing Fee

1. Security Deposit- A refundable Security Deposit will be charged on all users to ensure safety of the system's cycles. Lack of a security deposit could lead to theft of cycles or the cycles not being returned back to the system and being discarded around the city.

The Security Deposit should be linked to the insurance amount of cycles and should not exceed an insurance amount per cycle. The security deposit charged from each user should be the insurance amount/cycle and should not exceed Rs.100/-. This will be charged on all kinds of 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 cycles attributed to the person's account.

2. Subscription Fees- Users may if they prefer to 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 with the benefit of unlimited number of cycle hires of the trip lengths half an hour or lesser during the time of their membership. However, after every half an hour trip, the member has check in on any station before re-issuance of bicycle. Three types of membership will be offered in the system.

- One-Year Pass- Membership valid for a year
- Three Month Pass- Membership valid for three months
- One-Month Pass – Membership valid for a month

The proposed subscription fee for each membership is given below:

Subscription Type	Fee inclusive of GST (Rs.)
One Years Pass	1200
Three Month Pass	500
One Month Pass	200

4. User Fees - The proposed fees that users pay based on the amount of time cycles were borrowed each time before it is returned to the system.

Time (in Mins)	Non-Member-User Fees inclusive of GST (Rs)	Members User Fees inclusive of GST (Rs)
0-30	10	0
Till 60	20	10
Till 90	30	20

Till 120	40	30
every additional 30 minutes	10	5

4. Processing Fee – In case of card, maximum amount of Rs. 50 (inclusive of GST) per card shall be charged as processing fee for issuing a card to a user. Members are exempt from this charge.

3.9 User Information System

1. Service Provider need to develop 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.
2. Such information is to be integrated with any other system of the Concessioning Authority by Service Provider without any extra cost.

3.10 Advertisement Space

1. The Service Provider will have right to make available designated branding / advertising spaces on the cycles and stations for advertisement as per the Technical Specifications.
2. The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Service provider but the Concessioning Authority will have the final right of approval on the same.
3. The specifications of the advertisement panel are given in system specifications detailed in section below.

3.11 Marketing and User Education

The Service Provider will be responsible for carrying out on-going marketing activities to promote use of the bicycle 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.

3.12 Human Resource Plan

The Service provider will

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

3.13 Data Reporting and Sharing

During the Operation Period:

1. The Service Provider shall make available all the data pertaining to the Operation & Maintenance of the Project in real-time through Application Program Interface that can be accessed by the Concessioneing Authority or its representative. The real-time data shall be in such a format that the Concessioneing Authority shall be able to evaluate the performance of the Service Provider against the Service Levels set forth in this Agreement.
2. The Service Provider shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Data will be submitted to the Concessioneing Authority via an API to be distributed by The Concessioneing Authority. The Concessioneing Authority reserves the right display the data /information on public platform.

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	"Standard" or "Electric"	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

3. The Service Provider shall no later than 7(seven) days after the close of each month, furnish to the Concessioneing Authority a monthly

report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks and

4. Provide number of cycles in operational. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.
5. The Service provider shall no later than 14 (fourteen) days after the close of each quarter furnish to the Concessions Authority 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 localities / 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 bicycle share can be expanded to.
6. The Concessions Authority may request the Service Provider for any additional information other than the real-time data if need be.
7. The Concessions Authority will have complete ownership on the data.
8. The Concessions Authority may use and publish data on their own application or other allied applications as deemed fit by CONCESSIONING AUTHORITY.

3.14 Maintenance

1. 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.
2. Cycles which require more than on-site 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.
3. Information of the problems that were addressed at each station with regard to cycles and other infrastructure needs to be properly recorded and entered in to the central database.

4. The exact maintenance schedule will be finalized by the Concessing Authority after consultation with the service provider.

3.15 Legal

The service provider shall -

1. Bear all applicable National, State and local taxes.
2. Bear all the risk incurred on vandalism of the system-cycles, docks, terminals and other components with in the station premises & vandalism and loss of bicycle which has been rented out.
3. Bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
 - Any Financing Agreements of Laws of India.
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

HPIDB FINAL-23.05.2020-Website

4. Minimum Technical Specifications

4.1 Bicycle

S.No.	Bicycle-Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the bicycle from regular cycles in the market through design
3	Seat Adjustable without any tools
4	Sturdy, lightweight Frame
5	Integrated Lock+ Kick Stand
6	Front mounted Basket with a capacity upto 10 kg
7	Ad Space on basket and the sides of the bicycle
8	Simple reliable braking system
9	8x3 gear system
10	Rust and Graffiti Resistant
11	Front and Rear mud guards with fenders
12	Enclosed mechanisms
13	Lighting System/Reflectors in the front, sides and back
14	Bell

4.2 Stations

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 cycles.
3	Covered Station- Cycles and space for station attendants should be covered to ensure protection from the heat and rain/May be covered with Transparent sheet to allow sunlight for solar panels.
4	Accommodates gaps caused by on-street obstructions such as manhole covers.
5	Space for display of system information, station attendants to register users and undertake card transactions and store devices, fresh smart cards, app / keys to bicycle locks.
6	Maximum area allowed for Advertisements at each station is 170 square feet.
7	Rust and Graffiti Resistant design of docks/ locking posts/racks/railing and advertisement panels.

4.3 Docks / Racks / Railing

S.No.	Docks- Minimum Specification
1.	Separate docks / racks / railing for each bicycle
2.	Locking Mechanism, if any for the docks, are easy to operate.
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

4.4 Device for Check in and check out/ card verification

S. No.	Device–Minimum specifications
1.	Simple and non-bulky design
2.	GPRS enabled. Able to communicate real time information to the Central control room.
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.
5.	Able to communicate with the control room check in and check out of bicycle at the station and number of cycles available at any given point at the station.

The requirement of this device however depends on the type of technology used. If the cycles are inbuilt with the card verification and card reading device the requirement of a separate card verification device is ruled out

4.5 Central Control System

S. No	Central Control System- Minimum Specifications
1.	Connected to all the registration centers and station 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 cycles and spaces at each station of the system.
4.	Able to use the bicycle and space availability information to make decision on redistribution of cycles.

5.	Able to provide real-time information of the system to the Concessioneing Authority.
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 the Concessioneing Authority.
9.	Central Computer System should be upgraded and maintained daily
10.	System is integrated with the ITS system of the existing /upcoming public transport System.
11.	The Contractor will provide reports to the Concessioneing Authority in accordance with an agreed upon schedule or on 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. 15.	Call center clause: The service provider shall provide a call center number for queries and feedback for the system.

4.6 Redistribution vehicles

S. No.	Redistribution Vehicles- Minimum Specifications
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 the system

4.7 Depots / Workshop

S. No.	Depots / Workshop- Minimum Specifications
1	Space to store extra/ backup cycles for the system
2	Space to store backup check-in / checkout 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

4.8 Registration Centers (If applicable)

S.N	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 personalized 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	Smart Phone App- Minimum qualification
1.	Smartphone apps are provided for at least the Android and Apple operating system
2.	Should be able to provide information about the system-static and real-time for the ease of the user
3.	Should be linked to Google maps,
4.	Should be able to integrate information of the existing/upcoming public transport system on a later date, if required by the Concessioneing Authority.

4.10 Service Level Benchmarks

The Service level benchmarks and the corresponding penalties for service provider is given below:

S. No.	Performance Indicator	Explanation	Time	Acceptable Service Levels	Compensation for not meeting the Acceptable Service Level	Illustration	
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 & 4 pm-7 pm everyday	Should be less than 5% of the total peak time of operation	Rs. 100/ per station per minute of delay	Total Peak Hour Time: 6 Hrs 5% of Peak Time: 18 Min. (Instance and duration of an Empty Station (ES) during the day) ES 1: 5 min ES 2: 6 min ES 3: 10 Min ES 4: 3 Min Total Time when Station were empty: 24 Min Total Penalty Due: (24-18)*1*100 = Rs.600/-
	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 100/ per station per minute of delay	Total non-Peak Hour Time: 10 Hrs 10% of Peak Time: 60 Min. (Instance and duration of an Empty Station (ES) during the day) ES 1: 15 min ES 2: 16 min ES 3: 20 Min ES 4: 34 Min Total Time when Station were empty: 85 Min Total Penalty Due: (85-60)*1*100 = Rs.25,00/-

Availability	3	Bicycle Availability	Average Bike fleet available per day.	During any point of time through the working hours from 05:00am till 09:00 pm	Should always be 96% or more of the total authorized fleet size	Rs 15/ per bike per instance per day	Indicative Authorized Fleet size: 150 96% of Authorized Fleet: 144 At some moment on a given day total fleet size reduced to 144 Total Penalty Due: (150-144)*15= Rs.90/-
	4	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 99% of the agreed hours of operations (unless permission has been granted by CONCESSIONING AUTHORITY for otherwise)	Rs 1,00/ per minute in a day	Total Operating Hrs: 960 min 99% of total operating Hrs: 950.4 min At some moment on a given day service unavailable for 20 Mins Total Penalty Due: 20*1,00= Rs.2000/-
Maintenance	5	Availability of the Control Center, Website and smart phone app	% of total time in a month when Control Center, website and smart phone app is not available	All through the month	The website and Control Center, smart phone app are available for at least 99 % of the time during the entire month	Rs. 20000/- per month	Total Up Time for Control Centre: 30*16= 480 hrs and should not be unavailable for more than 4.8 Hrs during the month while Total Up Time for website and mobile app: 30*24= 720 hrs and should not be unavailable for more than 7.2 Hrs
	6	Maintenance Schedule	Keep all the bike in 95%	During the entire	Keep all the bike in 96%	Rs 15/- per bike per instance.	Indicative Authorized Fleet size: 150

			running condition at all the time	operation	running condition at all the time		96% of Authorized Fleet: 144 At some moment on a given day total running Bikes reduced to 144 Total Penalty Due: $(150-144)*15=$ Rs.90/-
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 station per month	
Customer Service	8	Enquiry or Complaint	Percentage of all Enquiries or Complaints that shall be accurately responded to by the Concessionaire	within 48 Hours of receipt	All enquiry and complaint must be resolved within 48 hrs of receipt	Penalty of Rs. 1,000/- Per hour per enquiry or complaint beyond 48 Hrs	enquiry and complaint received: 10 enquiry and complaint resolved within 48 Hrs: 5 enquiry and complaint open after 48 hrs: 5 enquiry and complaint resolved within 50 Hrs: 3 enquiry and complaint resolved within 52 Hrs: 2 Penalty Due: $(3*(50-48)+2*(52-48))*1000=$ Rs.14000/-
	* High priority stations will be identified by the Service provider with the approval Concessioning Authority						

5. Implementation

5.1 Contract Period

This Contract is being granted for the installation and operation of Shimla Bicycle Sharing System for a period of 6 years from the agreement signing date.

The Service Provider shall make available for Service the entire Bicycle Sharing System and the entire authorized Fleet from Commencement of Operations until such time as the Contract Period expires.

5.2 On Ground Testing

The Service Provider is required to run an on-ground test of the system components for at least two weeks before the formal launch of the system to the general public. This period will be used by the service provider to identify any service glitches in the system and correct it. During this period, the Service Provider shall make available the staff required for operations and maintenance of the stations which are being tested.

The Concessioneing Authority and Service Provider shall use this period to understand the intricacies of operations and fine-tune the Bicycle Sharing System. No fines shall be applicable during this period. The Authorized Fleet requirement is not applicable in this period.

5.3 List of Indicative Deliverables

The selected Service Provider should submit an indicative time line to the Concessioneing Authority on the deliverables of the system. The time lines should be such that the Service provider is able to start the operations of the system within 4 months of signing the contract.

5.4 Damages

The Service provider will be responsible for all damages to the Bicycle Sharing System. Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations / responsibilities specified in this Agreement and / or omission of act by the Service Provider shall be the liability of the Service Provider. In such case Service Provider shall repair and rectify at its own cost the damages to the satisfaction of the Concessioneing Authority. 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 Service Provider, who should also procure sufficient insurance cover against such losses.

Damages due to negligent driving or accidents by Service Provider personnel or authorized representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent Concessioning Authority will be borne directly by the Service Provider. The Concessioning Authority has no liability for such infractions. the Concessioning Authority shall not be liable to make any other payments such as those arising from maintenance or operations of the Bicycle Sharing System other than the payments described in this RFP.

GST on damages and penalties, as applicable, shall be borne by the service provider.

HPIDB FINAL-23.05.2020-Website

6 Summary of Responsibilities

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

6.1 The Concessing Authority

- Approval of site feasibility study submitted by successful bidder including number, locations, sizes and drawings of Stations
- The Concessing Authority will clear the approved site and obtain necessary permission from competent Concessing Authority / authorization for handing over the site(s) to service provider within 20 days of approval of number, sizes and drawings of stations .
- Civil work for the Stations - The base work, flooring of Station and the foundation of the steel columns up to plinth level shall be provided by the Concessing Authority, as per the specification provided by Service Provider However, all the steel structural members shall be provided by Service Provider.
- The electricity at one point shall be provided by Concessing Authority. The monthly electricity bill shall be borne by the Service Provider.
- The Concessing Authority shall provide constructed space for Workshop and Control center
- Ensuring 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. Concessing Authority shall also provide exemption for advertisement / license fee for such advertisement.
- Review & monitoring of Service Provider plans, operation and maintenance including plan for redistribution of cycles.
- Review & monitoring of quarterly operations report and Fare box revenue.
- Provision of rights to the Service provider to conduct an annual cycling event in Shimla along with the Concessing Authority.
- If any Utility Shifting is required for stations, then cost of same shall be borne by the Concessing Authority.
- Other approvals as described in the RFP document.

Payment Period in case of Grant /Premium per cycle

- 60% of the quoted Grant per cycle will be reimbursed to the Service Provider after the commercial operation of PBS system of authorized fleet along with required infrastructure. The payment of 60% quoted Grant shall be released within month after the commercial operation date. From the Commercial operation date, the remaining Grant i.e 40% of the quoted Grant will be paid in equal installments on a quarterly basis to the Service Provider during the operation and maintenance period.
- In case of Premium, the Service provider will pay Premium per cycle to Concessioneing Authority in equal installments on a quarterly basis after the commercial operation date during the operation and maintenance period on the authorized fleet.
- The payment made of the remaining 40% Grant to Service provider during the operation and maintenance period shall be subject to the following:
 - The payment of grant per cycle shall be calculated and paid on the actual operational number of cycles or authorized fleet whichever is less in a partiucular payment period.
 - In case, it is found after completion of one year from commercial operation date that average number of operational cycles in this year are less than 95% of the authorized fleet, then recovery of 60% Grant for un-operational per cycle shall be recovered from Bidder, and the said amount shall be adjusted in the next payments of Service Provider.
 - The all payments made to Service Provider during operation period shall be made, after adjusting the penalties, if any, as provided in RFP document.
- GST, as applicable, shall be considered inclusive of Grant / Premium, as the case may be.
- For availing the grant per cycle after the commercial operation date, the service provider will provide necessary proof of procurement and installation of bicycles, associated infrastructure and logistic support, etc.

6.2 Service Provider

- Preparation and submission of site feasibility study submitted by successful bidder including number, locations, sizes and drawings of Stations

- Procurement of Hardware: Cycles, Docking Stations (Terminals + Docks/ locking posts/racks/railings + Device/technology for card verification)
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations
- Provide real data in prescribed format
- Installation of stations
- Procurement of Dedicated Vehicles for redistribution of cycles
- Regular Maintenance of Stations and Cycles
- Establishing and Operating Depots & Workshop for repair of cycles and other system parts and storage of spare parts and backup cycles
- Registration of Users at notified registration centers (if applicable).
- Collecting fare box revenue
- Selling advertisement space on the system/sponsorship rights to the system, which is fixed @170 square feet maximum at each station.
- Co- organizing an annual cycling event in Shimla along with the Concessioning Authority to promote cycling.
- Provision of Website and Smart Phone App for the system.
- An ITS which will fully integrate with the existing ITS of the existing public transport 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 Bicycles, Stations and Public Liability Insurance Policy (all risk of vandalism on service provider).
- Any other as defined in the RFP document and as per good industry practices.

7. Bidding Process

7.1 Bid Process-Steps

All bidding procedure will be as per the date mentioned in the RFP data sheet and timelines.

7.1.1 Pre-Bid Meeting

Pre-Bid Meeting will be held by as per RFP Data Sheet & 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. The questions will be addressed by representatives of the

Concessioneing Authority. If required; changes may be made to the tender document based on the queries of Bidders by the Concessioneing Authority at its sole discretion.

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

7.1.2 Opening of Technical Bid- The Technical Evaluation

Technical Bids of all bidders shall be opened by the Concessioneing Authority 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 the Concessioneing Authority, the Bids shall be opened at the appointed time and location on the next working day.

7.1.3 Announcement of Bids

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

7.1.4 Technical Bid Presentation

The Bidders may also be required to make a presentation on the technical bid submitted. Any questions on the technical proposal from the Concessioneing Authority or its representatives have to be addressed by the bidder at the presentation. The Bidder would be asked to prove the proposed Bicycle performance during the Technical Bid, before opening of Financial Bid. It is to be clarified here that Shimla is a Hilly Terrain , therefore, the Service Provider should check the performance of Bicycle before providing to the Concessioneing Authority. The Concessioneing Authority may ask Bidder to show the Performance of Bicycle before opening of Financial Bid during the Evaluation of Technical Bid.

7.1.5 Opening of Financial Bids

After the evaluation of Technical Bid has been completed, the Concessioneing Authority shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of the Concessioneing Authority in this regard will be final. Financial Bids of those Bidders whose Technical Bid rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

7.1.6 Completeness of Bids & Rectification of Errors

The Concessioneing Authority 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.

7.1.7 Clarification of Bids

During evaluation of Bids, the Concessioneing Authority 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 the Concessioneing Authority before the expiration of the deadline prescribed in the written request for clarification, the Concessioneing Authority reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

7.1.8 Rejection of Bid

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

- Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
- Bid is not submitted in the bid-forms annexed in the RFP Document;
or
- Bid is submitted by telex or fax
- 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 here in above shall result in rejection of Bid.

In addition, other fore going, in the event a Bidder makes an effort to influence the Concessioneing Authority in its decisions on Bid evaluation, bid

comparison or selection of the Service Provider, it may result in rejection of such Bidder's Bid.

7.2 Bid Process- Evaluation

Step 1: Evaluation of Eligibility Criteria. Those Bidders who qualified in Eligibility Criteria and performance of bicycles, if required by Concessioneing Authority, shall be eligible for Step 2.

Step 2: Opening of Financial Bid.

7.2.1 Evaluation of Financial Bids

The successful applicant shall be the one bidder whose proposal quotes the **highest premium / Lowest Grant per cycle to be paid (i.e. Bid Variable)** to /by the Concessioneing Authority for operating PBS in Shimla. The bidder is advised to load hid all estimate capital and operational expenditure along with potential revenues from the project.

However, if highest premium / lowest grant per cycle is quoted by more than one bidder, the successful bidder shall be selected on the basis of draw of lots. There is no minimum and maximum limit on the premium / grant to be quoted by the service providers.

For the Illustration purpose:

If a "X" Bidder quotes Rs 200 per cycle as premium in the Financial Proposal and Bidder "Y" quotes Rs 100 per cycle as Grant to be paid by Concessioneing Authority then Bidder "X" would be Successful Bidder.

Bidders shall quote their Financial Proposal as per the Annexure set forth in the RFP document

7.2.2 Commercial Bid Rejection Criteria

- Incomplete Financial Proposal.
- Financial Bids that do not conform to the Tender's Financial Proposal Format.

7.2.3 Clarifications

The Concessioneing Authority reserves the right to seek clarifications from bidders on the documents submitted along with bid. If the bidder fails to submit the clarification with in the specified time, The Concessioneing Authority reserves the right to declare the bid is non- responsive and will not be further evaluated.

7.2.4 Process to be Confidential

After the opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of Contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

HPIDB FINAL-23.05.2020 Website

8. General Instructions to Bidders

8.1 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 in 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.

8.2 Cost of Bidding

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

8.3 Preparation of Bids

8.3.1 Language of Bid

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

8.3.2 Bid Currency

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

8.3.3 Format of Earnest Money Deposit ("EMD") or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs.100000/- (Rupees One Lac Only) (here in after referred to as "Bid Security" or "EMD") shall be accepted only in the form of DD issued by any of the Scheduled commercial bank in India in favour of HPIDB, Shimla.

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

8.3.4 Condition on Bidders

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

The following conditions for consortiums shall apply:

- A consortium agreement which specifies the exact members of the consortium provided in the form given in Annexures set forth in the RFP document.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of two members. The members of the consortium are to be clearly identified at the time of bidding and any business/ shareholding /other relationship between them is to be made clear.
- A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Concessioneing Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs100/- (One Hundred only), the formats for which are supplied with this RFP.
- The Consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.
- In case of the Service Provider being a consortium, 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% stake in the consortium / JV. 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 26% stake of the aggregate shareholding of the JV / Consortium. JV / Consortium agreement would be duly registered in the Registration Act, 1908.
- An entity cannot be a member of more than one bidding consortium. An individual entity applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle the Concessioneing Authority to reject the Bid in its sole discretion.

- The Concessioneing Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

8.3.5 Authentication of Bid

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.

8.3.6 Validation of inter lineation in Bid

Any interlineations, erasures or over writing 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 over writing.

8.3.7 Number of Copies of Bid

The Bidder shall submit only one original copy of Technical and Financial Bid.

8.3.8 Format and Signing of Bids

The Bid shall be prepared and shall be signed by the Bidder himself or a person or persons duly authorized to bind the Bidder to the Contract. The 'Letter of Authorization' to Directors/Partners shall be backed by proper resolution of the company/society/LLP/ Partnership etc. as the case may be. If bidder is authorizing his family member or its employee or any other, a live and valid "Power of Attorney" authorizing such person shall be produced along with the bid. The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. Each page of the Bid must be numbered. The Power of Attorney duly stamped and signed by the attorney and holder and shall be ideally in the format as provided in Annexures hereof.

If there is a discrepancy between words and figures, the amount in words shall prevail.

8.3.9 Sealing and Marking of Bids

Bidder shall submit a sealed copy of bid documents at the office of HPIDB, Shimla.

8.3.10 Documents Constituting Bid

Envelope No. 1 : Document Fee, EMD,

Envelope No. 2 – Documents supporting eligibility criteria and annexure hereof, Duly signed RFP and addendum / corrigendum, if any.

Envelope No. 3 – Financial Bid as per the Financial BID Format in the form of Annexure set forth in RFP Document.

All the above envelopes should be placed under an outer envelope clearly super scribing the name of the project.

8.4 Period of Validity of Bids

8.4.1 Validity Period

Bids shall remain valid for a period of one hundred and twenty (120) after the date of technical bid opening prescribed by the Concessing Authority. the Concessing Authority reserves the right to reject a Bid as non- responsive if such Bid is valid for a period of less than 120(one hundred and twenty) days and the Concessing Authority shall not be liable to send an intimation of any such rejection to such Bidder.

8.4.2 Extension of Period of Validity

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

8.4.3 Mailing Address for Bids

Bids shall be addressed to the HPIDB and sent at the following address:

HP Infrastructure Development Corporation (HPIDB)

New Himrus Building, Circular Road, Shimla

8.5 Deadline for Submission for Bids

8.5.1 Last Date and Time for Submission

The Bids must be submitted physically to the Concessing Authority, at the specified dates as mentioned in RFP Document.

8.5.2 Right to Accept Any Bid and to Reject Any or All Bids

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

8.5.3 Late / Delayed Bid

Any Bid received after the deadline for submission of Bids will be liable to be rejected and returned unopened to the Bidder. No further correspondence on this subject shall be entertained by the Concessing Authority.

8.5.4 Extension of Deadline for Submission of Bids

If the need so arises, the Concessing Authority 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 the Concessing Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended.

8.6 Modification and Withdrawal of Bids

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

Withdrawal of a Bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid or misrepresentation of documents, data submitted in Bid submission shall result in the forfeiture of the Bid Security/ EMD.

8.7 Bid process– Validity and Discharge of Bid Security

8.7.1 Validity of Bid Security

Bid Security shall be valid for a period of Minimum 60 days beyond the validity period of the Bid. The Bid document specifies the date up to which the Bid security shall be valid. The date shall be calculated as per example below.

For Example: Let the validity period of the Bid be 120 days and date of Bid submission is 01. 01. 2019 then the Bid security shall be valid up to 29. 06. 2019 (both days inclusive i.e. the date of submission of Bids and the sixty days beyond the last date of period of validity of the Bid).

8.7.2 Discharge of Bid Security of Other Bidders

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

8.7.3 Discharge of Bid Security of Service Provider

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

8.7.4 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 Service Provider, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance security within stipulated time in accordance with Conditions of Contract set forth herein.
- If the Successful Bidder fails to furnish the performance security within the stipulated time or such extended time at the sole discretion of the Concessing Authority, then the Bid Security shall be liable to be forfeited by the Concessing Authority, in addition to any other actions as per terms and conditions stipulated in the RFP Document. The Concessing Authority may also initiate legal action against such successful bidder to claim damages/compensation in case he/she is backing out after awarding of the contract.

8.8 Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Service Provider would be required to execute the Service Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Provider Agreement (as aforesaid) and thereafter the Service Provider shall commence supply of the equipment for the Bicycle Sharing System. The signing of the Provider Agreement shall be completed within 15 days of the issuance of the Letter of Acceptance to the Service Provider or within such extended time as extended by the Concessing Authority in its sole discretion. The Contract Agreement shall be signed after the submission of Performance Security to the Concessing Authority.

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

8.9 Annulment of Award

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

8.10 Failure to abide by the Provider Agreement

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

8.11 The Concessioneing Authority's right to accept or reject any and/or all Bids

the Concessioneing Authority 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 what so ever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

HPIDB FINAL-23.05.2020-Website

9. General Conditions of Contract

9.1 Application

These general conditions shall apply to Service Provider.

9.2 Standard of Performance

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

9.3 Use of Provider Agreement & Information

Service Provider shall not, without the Concessions Authority'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 the Concessions Authority in connection there with, to any person outside the scope of the Bicycle Sharing System.

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

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

9.4 Indemnity

Service Provider shall at all times, i.e. during the subsistence of the Service Provider Agreement and any time thereafter, defend, indemnify and hold the Concessions Authority 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 claims) and

expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-contractors.

9.5 Performance Security

Within 10 (Ten) days of receipt of Letter of Acceptance from the Concessional Authority, Service Provider shall furnish a performance Security to the Concessional Authority. The Performance Security shall be denominated in the currency of the contract for an amount equal to Rs. 10 Lakh (Ten Lakh only) for Public Bicycle Sharing System in the form of unconditional and irrevocable Bank Guarantee or Demand Draft/Bankers' Cheque from any Scheduled Bank in India payable at Shimla in favor of , Municipal Corporation, Shimla.

After the successful completion of contract period, the Performance Security shall be released to the service provider.

The Bid Security submitted by the Service Provider shall not be adjusted against the Performance Security. The Bid security shall be returned back to the Service Provider on the receipt of Performance Security. The general format of the bank guarantee for Performance Security is set forth in Annexure of this RFP. The Concessional Authority will deduct penalties / liquidated damages from the performance security or any other amount due to service provider.

Performance Security 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.

9.6 Representations and Warranties

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

- In accordance with the standards laid out in the RFP by the Concessional Authority for the Bicycle 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 RFP document
- Fit and 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. Service Provider hereby represents and warrants that neither any component of the Bicycle Sharing System nor any use thereof by the Concessioneing Authority will infringe any patent, trademark, copy right, trade secret, or other proprietary right of a third party.

Service Provider hereby further represents and warrants that any service that is provided by the Service Provider hereunder shall be performed in a competent manner.

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

9.7 Assignment

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service

Provider Agreement to any third party, except with the Concessioneing Authority's prior written consent.

9.8 Delay in providing the Bicycle Sharing System

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

- Forfeiture of Service Provider's Performance Security
- Imposition of liquidated damages on Service Provider in terms of this RFP
- Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify the Concessioneing Authority in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, the Concessioneing Authority shall evaluate the situation and may at its discretion extend Service Provider's

time for performance of Service Provider's obligations / responsibilities under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

9.9 Quality check & acceptance of equipment

Service Provider shall finalize a Quality Checks and Acceptance Test Plan of offered systems to the Concessioneing Authority and after finalization, the same shall form part of the Service Provider Agreement. The cycles offered by the Service Provider for the Shimla Bicycle Sharing System shall be inspected for acceptance /rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the bicycle specifications by the Concessioneing Authority or its authorized agency.

9.10 Liquidated Damages

In the event of delay in supply of the Bicycle Sharing System by the Service Provider beyond the Commencement Date (including the grace period, if provided by the Concessioneing Authority in its sole discretion) and up to the end of the additional period (30 days) provided by the Concessioneing Authority, Service Provider shall pay to the Concessioneing Authority liquidated damages at 1% of the performance security per day of delay in making the service operational, for the first 30 days.

In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within these 30 days, the Concessioneing Authority reserves the right to terminate the Service Provider Agreement and forfeit the Performance Security amount. No interest shall be paid by the Concessioneing Authority on the Performance Security.

GST, as applicable on liquidated damages shall be borne by the Service Provider

9.11 Right to Inspect Cycles, Support Facilities and Documents

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

The Concessioneing Authority reserves the right to inspect/arrange inspection of any bicycle, station, and/or any support facility used by Service Provider in relation to the implementation of the Bicycle Sharing System, through any authorized agent/representatives. The Concessioneing Authority shall do so after giving prior notice to Service Provider and make a visit during the office

hours of Service Provider. Service Provider shall at all times assist the Concessioneing Authority in such inspections.

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

9.12 Ownership & Protection of Property/ Data

The Concessioneing Authority shall retain the title and owner ship of any site allotted by the Concessioneing Authority to Service Provider. Such title and ownership of the Concessioneing Authority in any such site shall not pass to Service Provider.

The Concessioneing Authority shall own any and all data created out of the Bicycle Sharing System at all times, during and after the expiry/termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason with hold such data from the Concessioneing Authority.

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

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including without limitation the designs, software, modifications, project assets or facilities developed by the Concessioneing Authority under the Bicycle Sharing System for any purpose whatsoever. The Service Provider shall handover project assets and all identification and financial data about Members to the Concessioneing Authority. The Service Provider's cop(ies) of Member data shall be destroyed.

The service provider shall maintain the assets register provding details of each asset alongwith its identification number and the same may be inspected by the Concessioneing Authority from time to time. Before transfer of project assets, the Concessioneing Authority may ask the Service Provider for physical inspection of the assets.

9.13 Confidentiality Obligations of Service Provider

9.13.1 Confidential Information

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

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

9.13.2 Confidential Exceptions

Confidential Information shall not include information which:

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

9.13.3 Period of Confidentiality

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

9.14 Force Majeure

the Concessioneing Authority shall not forfeit Provider's Performance Security or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delaying performance or failure to perform Provider's responsibilities / 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 responsibilities / obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify the Concessioneing Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Concessioneing Authority in writing, Provider shall continue to perform its responsibilities / 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 the Concessioneing Authority.

Such events shall include, but not be limited to, the following:

- Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- Acts of terrorism;
- Strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Breakdown of the Plant or any part thereof
- Action of a Government Agency having Material Adverse Effect including by not limited to
 - Any acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Bicycle Sharing System or any part thereof or of Service Provider's rights in relation to the Project.
 - 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

- o Early termination of this Agreement by the Concessioneing Authority 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, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions

9.15 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 9.14 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

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

9.16 Events of Default and Termination

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

9.16.1 Service Provider Event of Default

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

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

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

9.16.2 Concessioneing Authority Event of Default

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

- The Concessioneing Authority is in breach of any of its responsibilities / obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
- The Concessioneing Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

9.16.3 Termination due to Event of Default

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

- Invoke the Performance Guarantee.
- take any other action including provisioning of the equipment of the Bicycle Sharing System through any replacement service provider selected by the Concessioneing Authority in its sole discretion at the risk and cost of the Service Provider, and /or
- take over the entire infrastructure developed by the Service Provider for the Bicycle Sharing System or any part thereof including fleet of Bicycles and / or
- Negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by the Concessioneing Authority, at the Concessioneing Authority's sole discretion. Upon Termination of this Agreement on account of Service provider Event of Default, the Concessioneing Authority shall not be liable to pay any termination payment to Service provider.

9.17 Termination for the Concessioneing Authority Event of Default

Up on Termination of this Agreement on account of the Concessioneing Authority Event of Default, the Service Provider shall be entitled to the following:

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

9.18 Termination for Insolvency, Dissolution, etc.

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

9.19 Suspension

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

- In the event and to the extent the Concessing Authority is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- In the event Service Provider fails to perform any of its obligations / responsibilities under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by the Concessing Authority to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by the Concessing Authority in its sole discretion, from the date of issue of such notice of suspension.

9.20 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 Installation and Operation of Public Bicycle Sharing System in Shimla", or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of the

Agreement, then the Parties shall meet together promptly, at the request of either Party, in an effort to resolve such dispute, difference or claim by discussion between them. If the matter is not resolved through discussion, disputes and differences arising out of or in any way touching or concerning this Agreement shall be referred to the sole arbitration of a person to be appointed by the CONCESSIONING AUTHORITY. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 as amended from time to time shall be applicable. The seat of arbitration shall be Shimla.

In the event of Service provider committing any default in the terms and conditions of the RFP document or backing out after becoming successful bidder, the Concessions Authority shall have the right to debar the bidder from participating in future tenders. The Concessions Authority shall be at liberty to proceed against the service provider who defaults in the payment of amount due to the Concessions Authority and recover the amount with interest @ 12% per annum from the due date. Any expense towards legal or any other charges that may be incurred by the Concessions Authority on this account shall be liable to be realized from the bidder.

On expiry of the contract period or on termination of the contract by the Concessions Authority on account of any breach on the part of the Bidder, the Bidder shall deliver the entire Public Bike Sharing System and premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations.

The contract herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/ land/ garden/tank/premises to or in favour of the Service provider but shall be construed to be only for specified purpose as per terms & conditions herein contained.

The Concessions Authority and its servants and agents shall at all times have the absolute right of entry into the said premises.

During the arbitral and Dispute Resolution proceedings, the service provider shall continue to pay the full amount of dues regularly as per the award/agreement and perform all covenants of the agreements.

9.21 Jurisdiction

In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the courts shall be within Shimla only after reference to arbitration.

9.22 No Waiver of Rights and Claims

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

HPIDB FINAL-23.05.2020-Website

Annexures

Annexure A. Format for Letter of Application

(On Letter Head)

Date: _____

To,

.....

Sir,

Being duly authorized to represent and act on behalf of (herein after "the Bidder") and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. the undersigned hereby applies to be qualified by you as a Service Provider for the Shimla Bicycle Sharing System.

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

- The applicant's legal status
- The applicant's principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium /joint venture), indicating share of the consortium member inequity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective envelopes.
- Bid Security amount of Rs. 100000 /-(Rs One Lac only)

The Concessing Authority 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 the Concessing Authority.
- The Concessing Authority has reserved the right to:
 - o Amend the scope of work for the Bicycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and

- o Reject or accept any application, cancel the Technical Bid, the qualification /Bid process, and reject all applications; and
- The Concessioneing Authority 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 120(One hundred and Twenty days from the date of bid opening prescribed by the Concessioneing Authority.

The Bid Purchase amount of Rs.5000/- (Rupees Five Thousand only) +GST 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 pay able at Shimla (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]

HPIDB FINAL-23.05.2020-120602

Annexure B. Form for Performance Security

Performance Bank Guarantee

To

_____ [Name of Department]

_____ [Address of Department]

_____ [Name of work]

WHEREAS [name and address of Service Provider] (hereafter called "the Service provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his responsibilities / obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Service provider, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification. This Bank Guarantee is issued Unconditional and Irrevocable.

This guarantee shall be valid until 28 days from the expiry of contract completion period i.e. upto dated _____.

Signature and Seal of the guarantor _____ Name of Bank _____ Address
_____ Date _____

HPIDB FINAL-23.05.2020-Website

Annexure C. Format for General Information

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

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation / registration	
Year of incorporation/registration	
No. of employees	
Legal status of firm (company /partnership /proprietorship, etc.)	
Registration /incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
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	

Annexe D. Format for Undertaking

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document (s) submitted here with 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 2020

[Signature]

[Company stamp]

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

HPIDB FINAL-23.05.2020-Website

Annexeure E. Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Date

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

Whereas the Concessioneing Authority have invited applications from interested parties for the Shimla Bicycle Sharing System (hereinafter referred to as "the Project"),

Whereas the members of the consortium / joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium / joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to door execute all or any of the acts or things in connection with making an application to the Concessioneing Authority, to follow- up with the Concessioneing Authority and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the Service Provider.

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

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

In witness here of we have signed this deed on this day of 2020.

[Signature]

For and on behalf of [Company]

[Signature] For and on behalf of

[Company]

Annexure F: Memorandum of Understanding

Know all men by these present that we, and (hereinafter collectively referred to "the consortium /joint venture") for execution of tender.

Whereas the Concessioneing Authority has invited tenders from the interested parties for the Shimla Bicycle Sharing System.

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

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

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

We hereby nominate and authorize a source on statute 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 door 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 are solution /power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.
- Incase the Application is signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such Concessioning Authority may be closed in lieu of the Power of Attorney.

HPIDB FINAL-23.05.2023-Subsidiary

Annexure g: Format for power of attorney for Signing of application

Know all men by these presents, I/ we..... (Name and address of them Bidder/ registered office in case of company) do hereby constitute, appoint and authorize 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 bidding/submitting proposal for "Installation and Operation of Public Bicycle Sharing System in Shimla ", including signing and submission of all documents and providing information / responses to CONCESSIONING AUTHORITY, representing us in all matters before CONCESSIONING AUTHORITY, and generally dealing with CONCESSIONING AUTHORITY in all matters in connection with our Bid for the 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 always be deemed to have been done by us.

For. Accepted

.....
(Signature)

(Name, Title and address) of the Attorney

Note:

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 (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure -H

FINANCIAL BID FORMAT

To

.....

Sub:Financial Bid / Proposal for 'Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Shimla on PPP mode'

We, the undersigned, declare that:

1. We offer to pay Premium per cycle of Rs..... (In word also) to the Concessioneing Authority.
or
2. We offer to receive Grant per cycle of Rs..... (In word also) from the Concessioneing Authority. (strike off which is not applicable)
3. I/We affirm that the amount offered above are inclusive of all taxes.
4. I/We further affirm that i/we have read and fully understood the RFP notice /Document or any addendum and agree to abide by all the Terms and conditions laid therein, which are being signed in token of our acceptance.
5. I/We affirm that we have read the payment terms of Grant/ Premium defined in RFP document.

SIGNATURE WITH SEAL

Name

Designation

.....

Mobile No:.....

Annexure -I

LETTER OF ACCEPTANCE

To,

_____ (name and address of the
Successful Bidder)

Dear Sirs,

This is to notify that your bid dated for Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Shimla on PPP mode is hereby accepted. (Financial Details to be entered).

You are hereby requested to furnish performance security, according to the form detailed in Annexure B and Para 9.5 of RFP for an amount equivalent to Rs.10 (Ten) Lakh. The other detailed terms and conditions are as per RFP Document.

If the above found in order, the Concessioing Authority shall inform you the exact date of signing of Service Provider Agreement.

Yours Faithfully,

Authorized Signature
Name & title of Signatory

Name of agency

Annexure -J

Form of Agreement (On Stamp Paper of Rs 1000/-)

THIS Agreement made the _____ day of _____20____ between the Municipal Corporation, Shimla of the one part and _____ of (hereinafter called Service Provider) of the other part.

WHEREAS the M.C Shimla is desirous for "Engagement of Agency for Installation and Operation of Public Bicycle Sharing System in Shimla on PPP mode " .

WHEREAS the Municipal Corporation, Shimla has accepted a Bid by the Bidder for the execution, completion and operation and maintenance of such work.

NOW THIS AGREEMENT WITNESSES as follows:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
1. The following documents shall be deemed to form and be read and construed as part of this Form of Agreement, viz.:
 - a) Form of agreement
 - b) Letter of award/acceptance and any pre-award correspondence between Authority and the Bidder
 - c) Documents contained in;
 - Signed RFP Document
 - Any Corrigendum/Addendum issued thereafter.
 - Financial Bid
 - Technical Bid
 - Annexures of RFP document including performance security

2. The signed and initialed Bid Documents shall be deemed to form and be read and construed as part of this Agreement.

IN WITNESS thereof the parties to these present have hereto set and subscribed their respective hands the day, month and year first above written.

SIGNED for and on behalf of Municipal Corporation ,Shimla

.....,
.....
.....

Witness

SIGNED for and on behalf of Bidder

Authorized representative of Service Provider
Witness

HPIDB FINAL-23.05.24

Annexure -K

Declaration/ Undertaking

(to be submitted on Non Judicial Stamp paper of Rs 100/-)

I/We -----(name of bidder) undertake and certify that we have not been blacklisted/ debarred by any State / Central Govt./State Corporation or their undertakings and autonomous bodies; effective as on bid submission date.

SIGNED for and on behalf of Bidder

Authorized representative of Service Provider

HPIDB FINAL-23.05.2020-W