



**Request for Proposal for Setting up of Public
Bicycle Sharing including Design, Build, Finance,
Operate and Maintain through Public Private
Partnership (PPP) at designated locations under
“Smart City Mission” at Puducherry City**

Volume I: Instruction to Bidders



RFP for Public Bicycle sharing on PPP Mode

Tender No: 007/PSCDL/2019

July 2019

Puducherry Smart City Development Limited

Puducherry



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Abbreviations

Term	Definition
ABD	Area Based Development
BIS	Bureau of Indian Standard
BG	Bank Guarantee
CEO	Chief Executive Officer
Day	Calendar day
DD	Demand Draft
DPR	Detailed Project Report
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
FY	Financial Year
GoI	Government of India
GoP	Government of Puducherry
GST	Goods and Service Tax
INR	Indian Rupee
IT	Information Technology
JV	Joint Venture
LLP	Limited Liability Partnership
LOA	Letter of Acceptance
Ltd.	Limited
MoHUA	Ministry of Housing and Urban Affairs
O&M	Operation and Maintenance
PAN	Permanent Account Number
PMC	Project Management Consultant
PPP	Public Private Partnership
PSCDL	Puducherry Smart City Development Limited
PQ	Pre-Qualification
PWD	Public Works Department
QCBS	Quality and cost based selection
RFP	Request for Proposal



Definitions

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

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

“**Authorized Fleet**” is the number of Bicycles in operation as defined by PSCDL.

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

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

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

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

“**Commencement Date**” means the date stipulated by PSCDL for commencement of the operations by the Concessionaire under the Concessionaire Agreement and shall not be earlier than 90 days from the date of signing of Concessionaire Agreement. The Concessionaire shall make available 100 per cent of the manpower by the commencement date in operational readiness along with supporting maintenance infrastructure.

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

“**Concessionaire Agreement**” means the Agreement including, without limitation, any and all Annexures thereto, which will be entered into between PSCDL and the Successful Bidder

“**Concessionaire Facilities**” means the facilities and equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract.

“**Concessionaire**” means the successful bidder selected under this RfP with whom PSCDL has entered into a Concessionaire Agreement.

“**Consortium**” shall mean an association of two (2) entities / firms formed specifically for the purpose of bidding for this RfP.

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

“**Control Centre**” means the central facility used mainly for service monitoring and operations control and for collecting, storing, consolidating, processing the information obtained from various elements of the Cycle Sharing, agents, employees, Concessionaires, communications systems and related elements.

“**Coverage Area**” means all locations within 100 m to 200 m distance of a Station.



“Public Bicycle Sharing System” or “System” means a personal public transport system consisting of a network of Bicycles and docking stations in which a user can check out a cycle at any station using a QR code or PIN via App or Mobile phone and return the cycle to any other station and in which information is tracked real-time using an information technology system. “Public Bicycle Sharing System” refers to the hardware, software, and premises associated with this RFP for the city of Puducherry that is being implemented by PSCDL in various phases, unless otherwise specified.

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

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

“Docking Station” or assigned parking area means a unit where users can rent and return Bicycles and avail of system information that meets the Technical Specifications described in this Agreement.

“Escrow Account” shall mean a common account set up through an agreement between PSCDL and the Concessionaire into which all revenue shall be deposited and, thereafter, payments to the Concessionaire, PSCDL and other agencies shall be made.

“Expiry Date” shall mean the date on which the Agreement expires in the normal course with the efflux of time.

“Fleet” means the number of Bicycles that are available for use in the Public Bicycle Sharing System in accordance with the provisions of this Document. The Fleet on a given day is the sum of all Bicycles that are in a good condition of repair and are available for commercial service for at least 18 hours during the respective 24-hour period. Bicycles are not considered part of the Fleet during Redistribution.

“PSCDL Representative” means any person duly authorized by Puducherry Smart City Development Limited for the purposes of this RfP.

“IT-Based Public Bicycle Sharing System” means a system in which collection of Cycle user fee and system monitoring is managed real-time using a central server and control centre.

“Letter of Acceptance” or “LOA” means the letter issued by PSCDL to the Successful Bidder to provide Cycle Sharing Service in conformity with the terms and conditions set forth in the RfP.

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

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

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

“Payment Period” is the period for which an invoice has been submitted by the Concessionaire for the service operated by the Concessionaire. This shall be, unless otherwise modified, a period of thirty (30) days or one month.

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



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

“**RfP**” and/or “**RfP Document**” means this Document.

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

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

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

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

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

“**User**” means the person who hires the cycle operated by the Concessionaire.

“**User Charge**” means an amount PSCDL will compensate the Concessionaire for operation of the Public Bicycle Sharing System, subject to adjustments.

“**User Account**” means a record with the Concessionaire that includes a user’s mobile phone number, one or more vehicle license numbers, and a prepaid balance from which the user may pay for Parking Fees and Parking Fines.

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

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



REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible Contractors / Agencies for “Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City

Interested Contractors / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the proposed location and detailed examination of this document with full understanding of its terms, conditions and implications.

Puducherry Smart City Development Limited (PSCDL) will be the Facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-Bid meeting, response to bidders, evaluation process etc.

1 Notice Inviting Tender

Sl. No.	Particulars	Details
1	Tender Notice No:	007/PSCDL/2019
2	Name & Address of the Client	Name: Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: gmpplanpscld@gmail.com Telephone :- +91 413 22 24 431
3	Name of Work	Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City
4	Tender Type	Public Private Partnership (PPP) Basis
5	Joint Venture	Applicable (Maximum of 2 Companies)
6	Bidding Type	Two Bid System
7	Bid Call (No's)	1
8	Downloading of tender Documents	The tender document for this work can be downloaded from website https://pudutenders.gov.in From 05/07/2019 to 02/08/2019 up to 15:00 Hrs



9	Pre-Bid Meeting & Time	<p>19/07/2019 from 10.30 Hrs</p> <p>Bidder shall have to post their queries on E-mail address gmpplanpscdl@gmail.com on or before 12/07/2019 up to 17.00 hrs.</p> <p>Venue of Pre-Bid Conference – PSCDL Office, No.2, Bussy Street Old Court Building, Puducherry 605 001.</p>
10	Bidding Procedure	<p>Two Bid System</p> <p>Cover (1) – Technical Bid (Online & Hard Copy)</p> <p>Cover (2) – Financial Bid (Online)</p>
11	Online Submission (Last Date)	<p>On or before date 02/08/2019 upto 15:00 Hr through online portal: https://pudutenders.gov.in</p> <p>Technical Bid Scanned copy of Demand Draft as Tender Fee. Scanned copy of FDR/DD/ as EMD. Scanned copy of PAN card Certificate of Incorporation / Registration Certificate / Registered partnership deed. Scanned copies of Experience certificates showing successful completion of work (with certificate)</p> <p>Statutory Audit accounts statement for past 3 financial years (ending March, 2019). Financial statements from statutory auditor regarding net worth.</p> <p>Undertaking on Non-black listing In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as Financial Bid in Electronic format on stipulated website & date as mentioned in the tender document.</p> <p>Financial Bid On or before the date & time stated above through online portal. No offer (Financial Bid) in physical form will be accepted.</p>
12	Physical submission of Tender Fee, Earnest Money Deposit (EMD) and all other documents in the Technical Bid. (Physical Submission only)	<p>Hard copy of Technical bid, Original document of Tender fees and EMD shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Up to 02/08/2019 upto 15:00 Hr</p> <p>Any document in supporting to tender bid shall be submitted in electronic format only through online (by scanning etc.) and submission only in hard copy will not be accepted separately CEO PSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.</p>



13	Bid Details	Opening of Bid (Online) & PQ documents submitted electronically	If possible, on 02/08/2019 at 16:00 hrs.
		Opening of Financial Bid (Online)	Will be intimated later on.
		Bid validity period	120 days from the date of submission of bid
		Project Duration	Installation period – 6 Months Operation and Maintenance Period – 7 Years
14	Payment Details	Tender Fee	Rs.10,000/-+ 18% GST In form of Account Payee Demand Draft payable in favour of Puducherry Smart City Development Limited, payable at Puducherry with bid submission
		EMD (Bid Security)	Rs4,00,000/- (Four Lakhs only) by the way of Bankers Cheque / Demand Draft in favour of Puducherry Smart City Development Limited payable at Puducherry.
15	Address for Correspondence and Submission of Bid document	CEO, Puducherry Smart City Development Limited (PSCDL) No.2, Bussy Street, Old Court Building Puducherry 605 001 gmpplanpscdl@gmail.com Phone: - +91 413 2224431	

1.1 Terms

- The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niua.org/tenders>, <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in>
- Bids shall remain valid for 120 days (One hundred Twenty days) from the date of submission of the tender.
- To obtain first-hand information on the assignment, Contractors are encouraged to attend the pre-Bid meeting. Attending the pre-Bid meeting is optional.
- Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive
- Bid that are received after the deadline will not be considered in this procurement process. All documents that form a part of the proposal response submitted by Contractor, should be submitted at the venue mentioned in the above table.
- PSCDL will not be responsible for any delay in submission of online bid.
- PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without



assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.

Address of Communication:

The Chief Executive Officer
Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmpplanpscld@gmail.com
Telephone: +91 413 22 24 431

For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk - eProcurement Cell, 3rd Floor, A Block, Chief Secretariat, Puducherry, 0413-2220225 and 0413-2220262.

Sd/-

Chief Executive Officer
PSCDL, Puducherry 605 001



2 Disclaimer

This Request for Proposal (RFP) contains brief information about the Project and qualification process for the selection of Contractor / Agency for the work of “Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City on PPP mode. This RFP is not an agreement or an offer by the purchaser/authority to the Bidders or any other person. The purpose of the document is to provide the Bidders with information to assist the formulation of their RFP Proposal (“the Proposal”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders may conduct their own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Puducherry Smart City Development Limited (PSCDL), Government of Puducherry or any of its employees or advisors / representatives shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

PSCDL reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum / corrigendum as the department may deem fit without assigning any reason thereof.

PSCDL reserves the right to accept or reject any or all applications without assigning any reasons thereof. PSCDL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the RFP Proposal to be submitted in terms of this Document.



3 Introduction

3.1 About the Puducherry Smart City Development Limited

- i. The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Puducherry is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Puducherry Smart City Development Limited (PSCDL) is a Govt. Company for implementing the Smart City mission at the city level. PSCDL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

As a part of the smart city plan PSCDL will like to introduce Public Bicycle Sharing System as a alternate mode of public transport which will be widely used by tourists and residents. Puducherry Smart City Limited intends to invite Request for Proposal for setting up of Public Public Bicycle Sharing System.

PSCDL invites detailed proposals (herein after referred to as "Proposal") for setting up of Public Public Bicycle Sharing System at Puducherry herein after referred to "Proposal". The Proposals would be evaluated on the basis of the evaluation criteria for determining financial bid of the Technically qualified Bidders set out in this RFP document ("Evaluation Criteria") in order to identify the Successful Bidder. The Successful Bidder ("Concessionaire") would then have to enter into a Concession Agreement with PSCDL and perform the obligations as stipulated therein, in respect of Project.

- ii. The Concessionaire would be responsible for designing, financing, building, operating and maintaining of Public Bicycle Sharing System for a period as stipulated in the Concession Agreement subject to his fulfilling the requirements set out in this RFP document.
- iii. Terms used in this RFP document, which have not been defined herein, shall have the meaning as cribbed to them in the Concession Agreement

3.2 Executing Agency

The Executing Agency of this project is Puducherry Smart City Development Limited.



3.3 Type of Contract

The form of this contract is Public Private Partnership (PPP) mode

3.4 Scope of Work

All works, proposed for execution under the contract, are specified in Volume-II of the RFP document under the headline “Scope of Work and Technical Specifications”.

3.5 Specification

The Bidder shall read the specification and study the scope of work carefully

3.6 Terms and Conditions

- i. The Bidder shall abide by all the terms and conditions as laid down in this RFP.
- ii. Bidders shall submit only unconditional RFPs. Conditional RFPs are liable to be rejected summarily. The RFP documents show already the specific terms and conditions on which Bids are required by the PSCDL. Hence all proposals should be in strict conformity with the RFP documents and should be filled in, digitally signed. Incomplete proposals are liable to be rejected. The terms and conditions of the RFP document are firm; and are not altered unless otherwise warranted by PSCDL
- iii. If it is found that the proposals are not submitted in the manner prescribed, and Unreasonable rates or amounts, it would be open for Employer not to consider the proposal, forfeit the amount of Earnest Money and/or de-list the Bidder
- iv. The bidder shall quote for concession period of 7 years.

3.7 Instruction

The Bidder is required to carefully study all Instructions, forms, terms, conditions and other details in the RFP documents. Failure to upload complete and legible information and documents as required in the RFP documents or submission of a RFP not substantially responsive as per requirements of the RFP document in every respect will be at the Bidder(s) risk and may result in rejection of its proposal.

3.8 Concession Agreement

The successful bidder has to execute a Concession Agreement with PSCDL. Hence forth, the Concessionaire has to start an Escrow account and share the revenue of License Fee to PSCDL/Puducherry Municipality.

The Escrow Arrangement as a tripartite between the Concessionaire, Authority and the Escrow Agent (a Bank) to ensure that the project cash flows are routed through the



Escrow Account only with supplementary escrow arrangements for payments and receipts to and from different sources.

The Concessionaire to share monthly MIS and quarterly financial statements including the Profit & Loss Statement, Cash flow statement and Balance sheet. The financial statement need to be certified by the Statutory Auditor

3.9 Site Execution

The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the PSCDL to make the entire site available on the date of award of the work, the Bidder shall arrange his working program accordingly. No claim, whatsoever, for not making available the actual site area on award of the work or making available the site in parts will be tenable. The Bidder may satisfy himself regarding site, availability of land and accessibility of the sites etc.

4 Address for communication

4.1 All communication in reference to this RFP must be made to:

Chief Executive Officer

Puducherry Smart City Development Limited,

No.2, Bussy Street,

Old Court Building,

Puducherry 605 001

E-mail: gmplanpscdl@gmail.com

Telephone: +91 413 22 24 431

5 Period of Completion

The Project will be implemented in 2 phases. The allocated work of design, build, installation & commissioning for phase 1 of the project is to be completely finished to the satisfaction of PSCDL within 6 months from the date of commencement which is reckoned as 10th day from the date of written work order(s) to commence the work at given sites. After commissioning of Phase 1, the date for operation & maintenance (O&M) for 7 Years will commence. The Phase 2 of the project will start 1 year after the successful operation of Phase 1 whereas the period of completion for both phase 1 and phase 2 of the project will get over 7 years from commencement date of phase 1 of the project.



6 Eligibility Criteria

6.1 YEARS OF OPERATION

The Bidder shall be a single legal entity (firm, company etc.) or a JV firm to implement the project(s). The Bidder shall be in existence for at least 3 years and should have performed similar nature of work of installation and operation of Public Bicycle Sharing in government or municipal sectors or public places.

6.2 EXPERIENCE CRITERIA

The bidder (or consortium) should have operational experience of App based Public Bicycle Sharing Systems with a combined fleet of 500 bicycles in a single or multiple contract since last 3 Years(FY 2016-17, FY 2017-18, FY 2018-19) in India and it must be currently operational

6.3 NET WORTH

The Bidder should have positive net worth as per the audited consolidated financial statements in any one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17)

6.4 FINANCIAL CRITERIA

The average annual financial turnover during the last 3 years (FY 2018-19, 2017-18 & 2016-17) should not be less than Rupees Two Crore

(In the case of a Consortium, at least one member of the Consortium must have the aforementioned experience. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant.)

7 Content of RFP Document

7.1 Volume-I

- a) Request for Proposal
- b) Instruction to Bidders
- c) Eligibility Criteria
- d) Evaluation of Bids
- e) Qualification Schedules

7.2 Volume-II

- a) Scope of Work and Technical Specifications, Annexure and proposal drawings



7.3 Volume-III

- a) General conditions of contract
- b) Special conditions of contract Part “A” & “B”

7.4 Volume-IV

- a) Financial Bid

8 Site Visit

The Bidder and any of its personnel or agents will be granted permission by the PSCDL to enter upon its premises and lands for purpose of such site visits, but the Bidder and its personnel will be responsible for any loss or damage to property and any other loss, damage, costs and expenses including loss of life/injury to any person incurred as a result of the site visits.

The Bidder will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labour position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.

The PSCDL will not be responsible for the personnel of the Bidder and for all acts in relation with site inspection. The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the PSCDL.

8.1 Omissions, Errors and clarification; Pre bid Meeting

Bidders shall carefully examine the scope of work and specifications and shall be fully informed as to the conditions and matters which may in any way affect the work or the cost thereof. Should an Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify PSCDL in writing before the due date specified in the Notice Inviting Tender or present his request in written form during the pre-bid meeting. PSCDL will respond to any request which is made prior to or during the pre- bid conference.

Any resulting interpretation or modification of the RFP documents shall be issued online to all Bidders as an addendum / corrigendum which will become a part of the



RFP documents. The Bidders shall acknowledge in writing the receipt of each addendum / corrigendum.

No claims except as otherwise expressly provided will afterwards be accepted due to non understanding or misinterpretation of the RFP documents and addendum / corrigendum's issued.

The Bidders designated representative (having authority letter) is invited to attend a pre-bid meeting, which will take place at the venue and time notified in RFP.

In an effort to bring all terms and conditions and specifications of works on a common platform, before the submission of qualification and financial bids, and for any explanation that is desired in reference to the document mentioned in Clause-5 of the document, a pre- bid meeting shall be held. The Bidders designated representative (having authority letter) are invited to attend a pre- bid meeting which will take place at the venue and time as mentioned in RFP. The Bidders are invited to participate in the pre- bid meeting at the date and time mentioned in RFP. They may acquaint themselves with the different conditions of installation site(s) prior to this meeting. The purpose of this meeting is to clarify issues raised at that stage which requires clarification in reference to the execution of work. The Bidders are requested to analyze the terms and conditions, specifications, design, drawings, quotation sheets etc. of the document. The deviations thought necessary, along with clarifications required must be pointed out.

Bidder is requested, to submit all queries in writing or by e-mail, to reach the PSCDL not later the date mentioned in the Notice Inviting Tender before the pre bid meeting or give the clarifications desired in pre-bid meeting in writing.

Any modification of the documents listed in Clause- 7, of the document, which may become necessary as a result of the pre- bid conference, shall be made by the PSCDL exclusively through online issuance of addendum / corrigendum.

9 Amendment of RFP Documents

At any time prior to the deadline for submission of RFPs, PSCDL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RFP documents.

The amendment will be notified online to all bidders and it shall be binding on them. It will be assumed that the information contained therein has been considered by the Bidder in its RFP.



In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their RFP, PSCDL may, at its discretion, extend the deadline for the submission of proposals, in which case, the PSCDL will notify on line to bidders of the extended deadline, for submission of proposals.

PREPARATION OF PROPOSALS

10 Language of Proposal

The proposal prepared by the Bidder and all correspondence and documents related to the proposal exchanged by the Bidder and PSCDL shall be written in English.

11 Design and technical details

The Bidder is required to give brief details of the proposed design of the docking station and technical details of the various components of the Public Bicycle Sharing system as per the annexe 19. The Bidder is required to give detailed methodology proposed to be adopted for completion of the works envisaged in the proposals including design, installation of docking stations, monitoring, quality control, man month schedule for execution and maintenance for 7 years.

The Bidder is required to give the present organizational structure of the firm with brief details of technical staff employed with them and regarding the laboratories facilities available with them. Along with this the Bidder is also required to give the proposed organizational setup for the proposed work.

The Bidder is required to give a execution plan to complete the work which best illustrates the complete implementation of the project in schedule time. The given plan should be in tune with the Methodology of the work given for execution of project.

As a part of Technical Evaluation the Bidder will be asked to give the detail presentation of his Technical Proposal.

12 Financial Proposal

The Bidder will provide the financial proposal as furnished in the RFP document.

Financial Bid for the concession period of 7 years.

The PSCDL will be the final authority for deciding the concession period.



13 Proposal-Financial bid

The contract will be for the complete work as described in the RFP document. The rate quoted shall remain firm and fixed and no price/rate variation shall be admissible.

The Bidder will quote his rates only in English. Rates should be quoted in figures as well as in words and in case the rates so quoted differ, the lower of the two shall be treated as the rate quoted by the Bidder.

The Bidder will provide their financial proposal as given in prescribed format of Volume IV of the RFP document, as per the specifications given for installation and commissioning with other direct and indirect costs to be incurred during period.

The Concessionaire will satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired will take into account the cost of superior material to be used as its replacement. No time extension or additional cost shall be allowed on this account.

The Concessionaire will keep all the data as described in the Volume II of RFP document or as per system approved by PSCDL. PSCDL have all the rights to cross check the data at any time.,

The membership and usage fares that must be collected for electric and non electric bicycles are fixed by PSCDL as per Section 2.14 of Volume -2 of this RFP. The Concessionaire will submit the revenue he is ready to share every year per bicycle in the form of licence fees as quoted in Volume -IV of Financial Bid. After verification and approval from PSCDL, the Concessionaire will deposit Premium Amount into bank accounts of PSCDL.

14 Proposal Currency

All prices shall be quoted in the Indian Rupee. The PSCDL will not arrange any foreign currencies for import of any type of material/spares etc. The PSCDL will not pay any amount due to foreign exchange fluctuation for procurement of goods/equipment's.

15 Earnest Money and Security Deposit

An amount of Earnest money as mentioned in RFP as by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, must accompany the Proposal as required under the Concession Agreement.



15.1 The Earnest money may be forfeited:

- i. If the Bidder withdraws its proposal during the period of proposal validity.
- ii. If the Bidder fails within the specified time limit to sign the Contract.
- iii. Agreement For any other act of the Bidder detailed herein, for forfeiture of Earnest Money.

15.2 Return of the Earnest Money

The Earnest money of un-successful Bidder would be returned within a period of Eight (8) weeks from the date of announcement of the Successful Bidder.

The Earnest money of Successful Bidder would be returned on acceptance of Work Order / LoA and submission of Security Deposit as per Clause 15.3 hereinunder.

15.3 Security Deposit and Performance Security

An amount of Security Deposit as mentioned in RFP as **Rs 40,00,000/- (Rupees Forty Lakhs Only)** by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, must be submitted by the successful bidder

The Security Deposit as submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement

16 Period of Validity of proposal

The proposals for the works shall remain open for acceptance for the period of 120 days from the date of date of submission of Bid. A proposal valid for a shorter period shall be rejected by the PSCDL as being non-responsive. If any Bidder withdraws his proposal prior to expiry of said validity period or mutually extended period or make modification in the rates, terms and conditions of the proposal within the said period, which are not acceptable to the PSCDL, or fails to commence the work in the specified period/fails to execute the agreement, the PSCDL shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Bidder, who having submitted a proposal does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security deposit and other action under agreement.



In exceptional circumstances, the PSCDL may seek the Bidder's consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by e-mail. If an Bidder accepts to prolong the period of validity, the instruments for Earnest Money shall also be suitably extended.

SUBMISSION OF PROPOSALS

17 Format and Signing of proposal

Bidder shall submit their offer online in electronic format both for technical and financial proposals and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted Bidder shall procure digital certificate as per IT act. In case of a partnership firm, bid must be digitally signed separately by each partner, thereof, or in the event of the absence of any partner, it must be digitally signed on his behalf, by a person holding power of attorney, authorizing him to do so, such power of attorney will be submitted with the proposal and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a company, the duly authorized representative of the company holding a valid power of attorney on proposal the date of respective correspondence shall digitally sign the proposal.

The scanned copy of Proposal fees, processing fees, EMD should be uploaded along with the technical bid.

All omissions in the Schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score.

The documents listed in Clause-18 of the document, along with addendum / corrigendum's issued till the date of bid submission, shall be filled by the bidder to bind the bidder to contract. A certificate regarding all pages of the bid has been digitally signed should be attached with prequalification bid.

Sealed bids shall be received by the Authority on the e-Procurement portal <https://pudutenders.gov.in/> in before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Puducherry, the offers will be received up to the appointed time on the next working day. The Authority may, at its



discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

Telex, cable or facsimile offers will be rejected.

The Bidders must be registered with the E-tendering system provider for participating in the bidding process; bidders are required to go through the procedure as specified in <https://pudutenders.gov.in/>, portal to upload the Bid document.

The bidders are required to upload their tender in <https://pudutenders.gov.in/> portal only. PSCDL shall not be held responsible for the delay, if any, in the non-receipt of the same.

Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://pudutenders.gov.in/> website only. Bidders should regularly visit the website to keep themselves updated.

All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his submission.

18 Sealing and Marking of Proposals

Bidder shall submit their offer only in online electronic format both for Technical and Financial proposal and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. should be uploaded along with the technical bid.

18.1 Contents of Technical Bid

A. COVER-A: Technical Bid:

SCANNED COPIES OF:

- a) Proof of Tender Fee in shape of DD Payable at Puducherry
- b) Proof of Earnest Money in shape of DD/ FDR as per NIT..
- c) The name and designation of a person signing shall be clearly indicated. In case of partnership firm / limited company/ group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the proposal.



- d) The ESI & EPF registration as per Labour Law of Government of India / UT of Puducherry.
- e) The proposal letter which shall be duly filled in and signed, as per Annexure - 3.
- f) Format for General Information as per Annexure 4
- g) Declaration for Non-Black listing as per Annexure-5
- h) No deviation Certificate as per Annexure -6
- i) Total Responsibility Certificate- Annexure 7
- j) Detailed of Experience of the Bidder as per Annex 8 and Experience certificate for the projects as per Annexure 9
- k) Anti collision certificate as per Annexure 10
- l) Performance bank guarantee as per Annexure 11
- m) Power of Attorney should be given as per the format given in Annexure 12.
- n) Key Personal Details as per Annexure -13
- o) Details indicating Financial Capacity as per Annexure 14
- p) Joint venture information (If Applicable) as per Annexure 15
- q) Agreement (format placed at Annexure- 16 (DRAFT) along with Annexure-17 as Bidder of Works)
- r) Joint Bidding Agreement as per Annexure 18
- s) Technical Bid Details as per Annexure 19
- t) Financial estimates as per Annexure 20
- u) All addendum / corrigendum s issued till date of proposal shall be submitted with the proposal duly signed and stamped.
- v) Bidders proposal for project execution included to the following information

Organization
Personnel
Bidders experience in execution of similar projects.
Project schedule
Implementation strategy, plan and procedure
Company profile (Financial status, company premises)

AND ALSO SCANNED COPIES OF:

Qualification Schedules as required in this Vol-I along documents, with supporting consisting of:

- a) Document showing annual turnover for last three years.
- b) Documents in support of experience of bidder for project execution, and O&M and service network as per provisions mentioned Experience Criteria as in Clause 4.



The Qualification information for eligibility has to be provided very carefully since it will be a basis for the qualification of firms. Only relevant and to-the-point information shall be indicated. Bidders must not supply information not requested in the proposal documents nor make any comments.

18.2 Contents of Financial Bid

B. COVER-B Financial Bid/Price Bid

This shall contain only the Financial Bid Rate for amount the concessionaire is willing to share with PSCDL as Licence fees as per the format attached in volume 4 of the bid document.

19 Late Proposals

The system does not permit electronic submission of proposals after the due time and date.

PROPOSAL OPENING AND EVALUATION

20 Opening of Proposals by PSCDL

The CEO, PSCDL on behalf of PSCDL or his representative will open the proposals online in presence of Bidder (s) or their authorized representative(s) who may choose to be present at the time of proposal opening. The proposals shall be opened in two stages. In first stage Cover -A of Technical Bid will be opened and the Bidder's name, the status of deposition of earnest money, will be announced by the Evaluation Committee at the time of opening.

Other Documents in Technical Bids received will be evaluated by the Evaluation Committee appointed by the PSCDL and eligible bidders will be shortlisted for the Opening of Financial Bid.

In the second stage, Cover -B of Financial Bid shall be opened of the shortlisted Bidders through online by giving prior intimation

21 Preliminary Examination of Proposals

All contents of Cover "A" of the individual proposals will be downloaded summarily in order to access their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any proposal not confirming to any of these requirements may be disqualified forthwith at the discretion of PSCDL.



22 Substantial Proposal & Technical Eligibility

Notwithstanding the preliminary examination, the PSCDL will determine the technical eligibility of the Bidder. Technically eligible proposals are those, which meet the following requirements.

- a) Earnest money in the required format from a nationalized/scheduled bank is enclosed.
- b) Meeting the Financial and Technical eligibility criteria as detailed in the Eligibility Criteria
- c) No deviations and reservations affecting the scope and quality of the work, limiting the rights of the PSCDL or the Bidders obligations, or whose rectification would affect the competitive position of the other substantial Bidder.

If an Bidder is not found to be technically eligible the bid will be rejected by PSCDL and will not be used for further evaluation.

The financial bid of technically eligible bidders shall only be opened.

23 Financial Evaluation

- a) The financial offer of the technically qualified Bidders will be opened at a date and time as informed. The technical specification/design given in the schedules or that negotiated shall only be used while execution of work.
- b) The CEO PSCDL or his/her representative will open the proposals in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial proposals, and will enter the rate/amount of all proposals in the register of Opening of Proposals.
- c) Bidders quoted rate is inclusive of all taxes and duties including GST, Labour CESS, Income Tax etc. for the Installation, Operation & Maintenance
- d) The Income tax liability on the revenue share shall be borne by PSCDL
- e) Please refer to the Volume IV for the format of the financial bid submission.

24 Final Bid Evaluation

The final selection of the “**Successful Bidder**” shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given **weight of 70%**. The financial proposal shall be allocated **weight of 30%**.



-
- a) All the bids received for this tender would be scrutinized based on the Technical Evaluation Criteria & other relevant tender conditions mentioned in this tender. The Bidders who comply with Technical Evaluation Criteria shall be declared as “Technically Qualified Bidders” other bids shall be declared as “Technically Disqualified Bidders” and not considered for further course of evaluation.
 - b) The Financial bid of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) in the Technical Evaluation will be opened for further evaluation. The commercial bid would be scrutinized for any errors in case of any mathematical errors in the Financial Bid then unit rate would be used as reference for estimation of the final bid value.
 - c) Wherever there is a discrepancy between the figures entered in numerals and words, the values written in words will be governing and shall be considered for evaluation.
 - d) The proposal with the highest revenue sharing to the PSCDL may be given a financial score of 100 and the other proposal given financial score that are proportionate to their prices.



Sl. No	Parameter	Description	Break up of Score	Max Marks
1	Legal Entity / Presence in India	The Bidder shall be a single legal entity (firm, company etc.) or a JV firm to implement the project(s). The Bidder shall be in existence for at least 3 years	Sole or any Member 3 years - 6 Marks Add 1 Marks every year subjected to Maximum of 10Marks	10
2	Financial Turnover	The Bidder should have an average annual turnover of INR 2.0 crores over the last 3 financial years (FY 2018-19, 2017-18 & 2016-17)	In case of JV -Joint with weightage of JV share a)Average Turn Over of 2.0 Crore over the last 3 financial years- 7 Marks b) Add 1 Mark for every 1 Crore increase in average annual turnover subjected to Maximum of 10 Marks	10
3	Net worth	The Bidder should not have negative net worth as per the audited consolidated financial statements is not more than one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17).	Sole Member or any member Positive net worth more than one year -3 Marks Positive net worth all three years -5 Marks	5
4	Experience	The Bidder (or consortium) should have operational experience of Public Public Bicycle Sharing Systems with a fleet of 500 bicycles in a single or multiple contracts since last 3 Years in India and it must currently be in operations	Bidder (or consortium) should have operational experience of Public Public Bicycle Sharing Systems a) With a combined fleet of 500 bicycles in a single or multiple contract since last 3 Years in India - 7 marks b) Add 1 Mark for every combined fleet of 500 bicycles in a single or multiple contract subjected to Maximum of 10 Marks	10
5	Technical and Commercial Specification of Bicycle Design	Aspects of the Bicycle Design as per the RFP requirements: I. Design of cycle/e cycle II. Lightweight/ braking system III. Locking system/ theft proof measures IV. GPS tracking device, etc	a) Design features significantly exceeds the requirements - 10 Marks b) Design features fully meets the requirements - 07 Marks c) Design features are present but shows deficiencies - 05 Marks	10
6	Technical and Commercial Specification	Aspects of the Docking Station I. Station Design Architecture/vandalism proof/ robust outdoor material II. Use of minimum space	a) Design features significantly exceeds the requirements - 10 Marks b) Design features fully meets the requirements - 07 Marks.	10



	of Docking Station	III. Should be fully automatic IV. Compatible with the main server at Central Control Room	c) Design features are present but shows deficiencies - 05 Marks	
7	Presentation	Bidder's Power Point Presentation	Technical Specification of Bicycle Design - 5 Marks Technical Specification of Docking Station - 5 Marks Commercial Features - 5 Marks	15
		ITS Strategy Details of Proposed IT systems I. Reporting structure which aids in planning for expansion. II. Reporting structure which helps PCSCCL to monitor service level benchmarks with no manual inspection III. Online fare collection IV. Website and Mobile app	a) Design features significantly exceeds the requirements - 10 Marks b) Design features fully meets the requirements - 7 Marks. c) Design features are present but shows deficiencies - 4 Marks	10
		Awareness and User Generation Campaign The methodology for awareness and user generation including: i. Innovative methods used for generation of user interest ii. Plan for promoting PBS iii. Timeline for awareness plan iv. Creative utilization of advertisement space v. Branding	a) Design features significantly exceeds the requirements - 10 Marks b) Design features fully meets the requirements - 7 Marks. c) Design features are present but shows deficiencies - 4 Marks	10
8	Operation Plan	Aspects of the Operations i. Efficient plan on redistribution of Bikes. ii. Maintenance Plan/Schedule	a) Design features significantly exceeds the requirements - 10 Marks b) Design features fully meets the requirements - 7 Marks. c) Design features are present but shows deficiencies - 4 Marks	10
Total Technical Score (Marks)				100

Technical Evaluation Criteria is given in Table Above



The final selection of the **“Successful Bidder”** shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given weight of **70%**. The financial proposal shall be allocated weight of **30%**.

For working out the Total Points, the employer will use the following formula:

$$\text{Total points (H-1)} = T (w) \times T (s) + F (w) \times F(s),$$

where

T (w) stands for weight of the technical score. (70%)

T (s) stands for technical score

F (w) stands for weight of the financial proposal. (30%).

F(s) stands for Financial score

$$F(s) = \{(EC/HEC) * 100\}$$

EC stands for Evaluated Revenue of the financial proposal

HEC stands for Highest Evaluated Revenue of the financial proposal

{Bidder Quoted Highest Revenue will get Score (Marks) F(s) = 100}

AWARD OF PROPOSAL

25 Contract award Criteria

The Bids shall be evaluated based on the Scoring as **per Clause-24 above**. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required

26 PSCDL’s Right to Accept Any Proposal and to reject Any or all Proposals

The acceptance of the proposal will rest with the PSCDL who does not bind itself to accept the proposal and reserves right to reject any or all of proposals received without assigning any reason.



The PSCDL's right to accept or reject any or all proposals at any time prior to award of contract, will not incur any liability, to the affected Bidders, of the grounds for the PSCDL's action.

27 Notification of Rate contract

Prior to the expiry of the period of proposal validity, the PSCDL will notify the successful Bidder that its proposal has been accepted. The notification of award will constitute the formation of the rate contract and Concessionaire agreement, for all legal purposes.

28 Signing the Concession Agreement

Within Thirty (30) days from award of work by PSCDL, the successful Bidder shall sign the contract agreement. The following, duly filled in and signed documents, shall form the contract agreement:

- a) Agreement (format placed at Annexure- 15 (DRAFT) along with Annexure-16 as Bidder of Works)
- b) Letter of award and any pre-award correspondence between PSCDL and the Bidder.
- c) Proposal documents (bearing stamp of the firm and initials of the authorized signatory for this proposal on behalf of the firm) Contained in:

Vol.-I: Instructions to bidders

Vol.-II: Scope of Work and Technical Specification, Annexures & Drawings

Vol.-III: General conditions of contract and special conditions of contract

Vol.-IV: Financial Bid

- d) The proposal offers by the bidder

On acceptance of the proposal, the name of the accredited representative(s) of the Bidder (with a photograph and signature attested) who would be responsible for taking instructions from the PSCDL / PMC, shall be communicated to the Engineer in charge.

After acceptance of the proposal, the Bidder or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of agreement.



If any Bidder, who having submitted a proposal does not execute the agreement or does not start the work or does not complete the work and the work has to be put to re-bidding, debarred from participating such re-bidding he shall stand in addition to forfeiture of Earnest Money and Security Deposit and other action under agreement.

29 Performance Security:

The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, as required under the Concession Agreement. Value of Performance Security should be **Rs.40,00,000/- (Rupees Forty Lakhs only)**. Performance security shall be valid till end of concession period.

30 Insurance:

The successful bidder shall provide insurance as required as per the Agreement

31 Corrupt or Fraudulent Practices

The PSCDL defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution: and
- b) Fraudulent practice - means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the PSCDL and includes collusive practice among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non- competitive levels and to deprive the benefits of free and open competition.

Any efforts by an Bidder to influence the PSCDL in the PSCDL's proposal evaluation, proposal comparison or contract award decisions may result in rejection of the Bidder's proposal.

The PSCDL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.



32 Documents sanctity

All documents /certificates submitted by the Bidder on line, shall be considered by the PSCDL at the time of the prequalification and technical evaluation. If at any point of time on verification of the documents/certificates submitted by the bidder found to be false/fraud/fake/bogus/counterfeit etc. the contract shall be liable to be rejected and necessary action shall be taken against the Concessionaire/firm as per rule/law in force.

33 Code of Integrity

Any person participating in the procurement process shall –

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, Bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

34 Conflict of Interest

The Bidder participating in a bidding process must not have a Conflict of Interest

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.



A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of this Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e) The Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as PMC/ consultant for the contract



Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sl. No.	RFP Volume, Section	RFP Page No	Contents in RFP	Clarification Sought



Annexure 2 – Technical Bid checklist

Sl. No.	Checklist Items – Compliance	(Yes or No)	Page No & Section No in BID
1	Tender fees		
2	Earnest Money Deposit		
3	Pre-Qualification Covering letter		
4	Copy of Certification of <ul style="list-style-type: none"> • Incorporation/Registration Certificate • PAN card • GST registration 		
5	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
6	Declaration of non-blacklisting		
7	Experience Certificate		
8	No Deviation Certificate		
9	Total Responsibility Certificate		
10	Anti-Collusion Certificate		



Annexure 3 - Technical Bid Covering Letter

Date: dd / mm / yyyy.

To,

[]

Sub: Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City”, we hereby submit our qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] by DD / FDR and Tender fee of INR [] by DD / FDR
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of PSCDL 120 days from the date of submission of bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:



- i. To Design, finance, Build, Operate and Maintain as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development delivery, installation, commissioning, providing facility training, management and hand-holding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact email at gmpplanpscdl@gmail.com

Thanking you,
Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 4–Format for General Information

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

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



Annexure 5 - Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City” at designated locations for Period of Seven Years

Ref: RFP No. <<....>> dated <<>>

Dear Sir,

We confirm that our company or firm, , is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed

Name

Design

ation

Seal

Date:

Place:

Business Address:



Annexure 6- No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. dated . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal: Date:



Annexure 7 - Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date



Annexure 8 - Details of Experience of Bidder

Sl.No	Detail	
1	Name of the work	
2	City/State	
3	Name of Client and contact details of reference contact person	
4	Work order no	
5	Amount in Lakh	
6	Scope of Work	
7	No of bicycles Operational	
8	Operation and Maintenance Period	
9	Status of Project	
10	Project Completion Date	
11	Mode of Execution	
12	No of subscription and usage details	
13	Other details any (as necessary)	

NOTE:

Client Certificate towards satisfactory completion of work / Successfully ongoing from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in Model Format along with copy of work order.



Annexure 9 - Experience Certificate - Model Format

To whomsoever it may concern

Certified that M /s.....have successfully completed and commissioned the work ofas awarded vide work order number.....dated costing Rs Lakhs as per following details: -

Sl.No	Locations (Give the Address Details)	Status of the project	Capacity	Remarks

Date: -

Place: -

Signature & Seal of Competent Authority with seal (Not below the rank of Executive Engineer)



Annexure 10 - Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations for Period of Seven Years in Puducherry, against the RFP issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in or kind to any person or organization in connection with the cash instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 11 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to Public Bicycle sharing for <<name of the assignment>> to Puducherry Smart City Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.



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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of addition or any such change, modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- ii. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date

Place

Signature _____

Witness

Printed Name

(Bank's common seal)



Annexure 12 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be in the name of the company, who is issuing the power of attorney.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or 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 our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with (Client) and thereafter till the expiry of the Project Agreement.

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____. Dated this the _____ day of _____ 2019.

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company



Witness 1:

Witness 2:

Notes:

- a) To be executed by all the members individually.
- b) 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 1 - Form - Personnel

Give details of key technical and administrative Personnel (Who could be assigned the work) in the following pro-forma.

- A) Details of the Board of Directors.
 - 1. Name of Directors.
 - 2. Organization.
 - 3. Address.

- B) Key technical & Administrative personnel.
 - 1. Individual's name
 - 2. Qualification.
 - 3. Present position of offices
 - 4. Professional experience and details of works carried out.
 - 5. Year with Bidders.
 - 6. Language known.
 - 7. Additional information.

- C) Skilled and other labour (indicate number categorically)
 - 1. Skilled labour.
 - 2. Other labour.

Note : In case of Joint venture or Consortium the above form shall be filled by The JV members separately

Signature of Bidder :

Date:



Annexure 14 - Details Indicating Financial Capacity

- 1.Name of firm
- 2.Name of Partner / Director
- 3.Capital
 - a) Authorized
 - b) Issued and Paid up
- 4.Furnish balance sheet and profit and loss statement with auditor's report & income tax
 - a) Working Capital

Sl.No.	Year	Turnover in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		
Sl.No	Year	Gross Income in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		

5. List your sources of finance.
6. Certificate of financial soundness by bank.
7. Name and address of Bank from whom reference can be obtained.
8. Have you ever been declared bankrupt

[If, yes please give details]

Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and by copies of tax supported returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner
- In case of Joint Venture, the above form shall be filled separately

Signature of Bidder

Date:



Annexure 15 - Joint Venture Data by JV members

In case the joint venture agreement is not acceptable to Puducherry Smart city Development Limited the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the Bidder of the request for modification will disqualify the Bidder for further consideration.

Names of all partners of a joint venture		Financial Stake of A firm (In Percentage)
Partners	Name of Firm	
1. Lead partner		
2. Partner		



Annexure-16: Concession Agreement (Deleted)

Shall be Provided on award of Contract



Annexure-17: Bidder for works

I / We hereby submit the proposal for the execution of Design, finance, Build , install, operate and maintain the Public Bicycle Sharing System with electric and non electric bicycles through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City, including maintenance for a period of Seven Years after installation in given locations. I / We have visited the site of work and am / are fully aware of all the difficulties and conditions likely to affect carrying out the work. I / We have fully acquainted myself / ourselves about the conditions regarding accessibility of site and the extent of ground, working, including stacking of materials, installation of docking stations, tools and conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract

Memorandum

a)	General description:	Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City
b)	EMD/ Bid Security	Rs. Four Lakhs (Rs 4.00 Lakhs) as mentioned in RFP

Time allowed for the completion of the work (to be reckoned from the 10th day after

The date of written order to commence the work) is as per proposal document. I/We hereby agree to abide by and fulfil in the terms and provisions of the conditions of the contract annexed hereto and of the detailed notice for technical and financial bids, or in default thereof, to forfeit pay to PSCDL, the sum of money mentioned in the said and conditions.

A sum of Rslakh is forwarded herewith in the form of bank draft/ FDR as Earnest money. This amount of earnest money shall absolutely be forfeited to PSCDL, should I/We fail to commence the work specified in the above memorandum.

Signature of witness

Signature of Concessionaire

Witnesses address & occupation

Address of Concessionaire

Date

The above proposal is hereby accepted by me on behalf of PSCDL



Annexure 18- Joint Bidding Agreement

Format for Joint Bidding Agreement for Joint Venture

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day
of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, & SECOND } PART are collectively referred to as the “Parties” and each is individually referred to as

a “Party”

WHEREAS,

(A) Puducherry Smart City Development Limited (PSCDL), established under the Government of Puducherry , represented by its CEO, and having its principal office at Puducherry (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. dated

.....(the “RfP”) for award of contract for “Design, Built, Finance and Operate (DBFO) the Public Bicycle Sharing System facility for a period of 7 (Seven) years in PSCDL area under Puducherry Smart City Development Limited”(the “Project”).

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

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



NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority for performing all its obligations as the Contractor in terms of the project execution through DBFO (Design, Build, Finance and Operate) mode for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

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

6. Share of work in the Project

The Parties agree that the work/activity in the DBFO mode of project execution, operation, maintenance and transfer to the Authority, to be allocated among the members shall be as follows:

First Party:

Second Party:



Further, the Lead Member shall by itself undertake and perform ----- %, if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination



This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security (EMD) by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of Government of India.

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

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

For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.....

2.....



Annexure 19 - Format for Technical bid

The Service Provider will provide details of the below aspects of the Public Bicycle Sharing System to be supplied to PSCDL with an indication of whether each of the stated categories is unable, meets or exceeds the technical requirements.

Category	Description	Does not meet requirements	Meets Requirements	Exceeds Requirements
Docking Stations				
1) Station design	Discuss how the station blends fit into the urban landscape			
2) Station typologies and space requirements	Provide architectural drawings of the station footprint including all dimensions; specify exterior materials			
3) Informal display board/Terminal	Provide architectural drawings of the terminal including all dimensions; specify exterior materials			
4) Station computer	Specify the operating system, software and communications system; power requirements			
5) GPS tracking device	Specify tracking device criteria for cycle and control centre to track the location.			
6) Power supply	Specify power requirements (AC and/or DC); hardwired or solar			
7) Functionality during power outage	Specify backup power supply			
8) System for notification about damaged Bicycles	Describe the user interface and functionality at the dock, terminal and any other mechanism for reporting faults			
9) System information display	Specify screen type; detail ability to perform in low/high light environments; ability to withstand environmental elements (ex. sundust, vandalism)			



10) Finishing	Specify the type and durability/replacement of station finishing's (both exterior surface and any paint or decals)			
11) Installation process	Provide a brief overview of the site preparation, station placement, required machinery, excavation if any, other			
Non electric Bicycles	Provide a picture and any details not outlined below			
12) Frame and Fork	Material, size, geometry and paint quality			
13) Drivetrain	Crank (all aspects), chain, B/B: Specification, make and model			
14) Wheelset	Hub (F&R), spokes, rims: Specification, make and model			
15) Tyres	Specification, make and model; include detail on puncture resistance			
16) Handlebar	Specification, make and model			
17) Braking mechanism	Specification, make and model for front and rear			
18) Lights/ Reflectors	Specification, make and model; lumens; include power source and details of lifespan; Certification (ISO)			
19) Mudguards / fenders	Specification, make and model.			
20) Seat	Specification, make and model			
21) Basket	Specification, make and model; capacity (weight and volume)			
22) Bell / horn	Specification, make and model; picture detailing the mount to the cycle			
Electric Bicycles	Provide a picture and any details not outlined below			
23) Frame and Fork	Material, size, geometry and paint quality			
24) Drivetrain	Crank (all aspects), chain, B/B: Specification, make			



	and model			
25) Wheelset	Hub (F&R), spokes, rims: Specification, make and model			
26) Tyres	Specification, make and model; include detail on puncture resistance			
27) Handlebar	Specification, make and model			
28) Braking mechanism	Specification, make and model for front and rear			
29) Lights/ Reflectors	Specification, make and model; lumens; include power source and details of lifespan; Certification (ISO			
30) Mudguards / fenders	Specification, make and model.			
31) Seat	Specification, make and model			
32) Basket	Specification, make and model; capacity (weight and volume)			
33) Bell / horn	Specification, make and model; picture detailing the mount to the cycle			
34) Electric Motor Power:	Specification, make and model.			
35) Maximum Speed	Specification, make and model.			
36) Maximum Range : km per charge	Specification, make and model.			
Identification system	Provide details of all visual and electronic mechanisms for identifying a cycle			
37) Finishing	Detail all aspects of the cycle finishing not yet discussed (example: stainless hardware)			
38) Proprietary design, size and tooling	Discuss theft-proof aspects of the bicycle and proprietary tooling used			
39) Software	Provide an overview of software, compatibilities and where it is used elsewhere			
40) Payment gateways	Specify each payment gateway; accepted			



	methods of payment; data security; time (delay) between payment and reflection in system			
Control centre				
41) Information exchange between stations, control centre, website, and GCC	Detail the real-time information flow including but not limited to the type, mechanism, security of the information and back-up mechanisms			
42) Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
43) Website	Provide a site map			
44) Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
Operations				
45) Preventative maintenance	Describe preventative maintenance procedures for hardware and software			
46) Repairs	Describe repair protocol for hardware and software; include where the capacity will come from and supply chain (in-house or outsourced)			
47) Redistribution	Describe redistribution plan in terms of operations, infrastructure and capacity			
48) Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
49) Depot/ Maintenance Facility	Describe the physical structure(s) and operational plan for maintaining a depot and performing maintenance			
50) Marketing	Describe marketing capacity (in-house vs. outsourced), conventional			



	and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			
51) Overall staffing requirements and plan	Provide an organizational chart with staffing estimates; qualification requirements; specify part-time/full time employees. Include total jobs created.			



Annexe 20 - Financial bid Estimation

Table1: Capital investment (Price Schedule)

Sl no	Item description	Unit	Quantity	Unit rate (Rs)	Total Amount

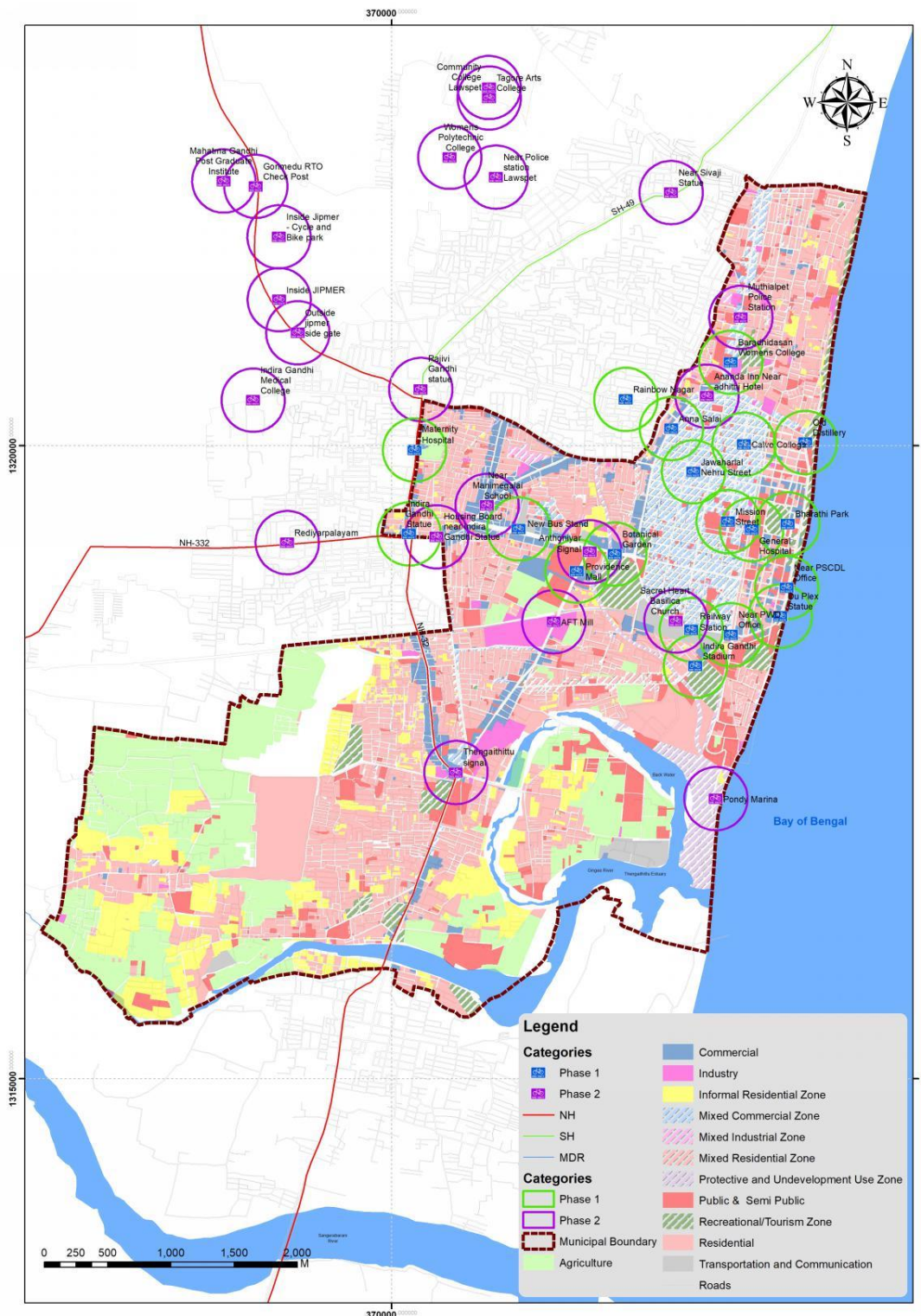
Table 2: Operation and Maintenance Price Schedule for 7 years

Sl no	Item description	Y1	Y2	Y3	Y4....

Table 3: Total Project Cost including operation and maintenance throughout concession period.

Sl no	Schedule	Total costs(Rs)
	Total Project Cost(Capital Investment)(Schedule 1)	
	Total O&M cost (Schedule 2) for seven years	



Annexure - 1 - Tentative Location and Phasing Map for Public Bicycle Sharing Project







Sl.No	Identified Site	Long, Long	Station Type	Identified Location	Phase
1	Old Distillery	11.938544,7 9.836145	Small Station with 12 Docking spaces and 8 Cycles		Phase 1
2	Bharathi Park	11.932728,7 9.834887	Medium Station with 24 Docking spaces and 16 Cycles		Phase 1



<p>3</p>	<p>Baradhidasan Womens College</p>	<p>11.944245,7 9.830706</p>	<p>Medium Station with 24 Docking spaces and 16 Cycles</p>		<p>Phase 1</p>
<p>4</p>	<p>Near Du Plex Statue (Near Fire Station)</p>	<p>11.925209, 79.833134</p>	<p>Medium Station with 24 Docking spaces and 16 Cycles</p>		<p>Phase 1</p>



5	Anna Salai	11.939501,7 9.826418	Small Station with 12 Docking spaces and 8 Cycles		Phase 1
6	Railway Station	11.925140,7 9.827923	Small Station with 12 Docking spaces and 8 Cycles		Phase 1





7	Botanical Garden	11.930514,7 9.822352	Medium Station with 24 Docking spaces and 16 Cycles		Phase 1
8	New Bus Stand	11.932283,7 9.815382	Medium Station with 24 Docking spaces and 16 Cycles		Phase 1



<p>9</p>	<p>Mission Street</p>	<p>11.932875,7 9.830556</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 1</p>
<p>10</p>	<p>Indira Gandhi Stadium</p>	<p>11.922543,7 9.828232</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 1</p>





<p>11</p>	<p>Grand Canal near Women's hostel</p>	<p>-</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 1</p>
<p>12</p>	<p>Providence Mall (Opposite)</p>	<p>11.929288,7 9.819607</p>	<p>Medium Station with 24 Docking spaces and 16 Cycles</p>		<p>Phase 1</p>



<p>13</p>	<p>Indira Gandhi Statue</p>	<p>11.931893,7 9.807421</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 1</p>
<p>14</p>	<p>Jawaharlal Nehru Street</p>	<p>11.936417,7 9.828030</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 1</p>



15	Calve College	11.938402,7 9.831686	Small Station with 12 Docking spaces and 8 Cycles		Phase 1
16	General Hospital	11.932306,7 9.832272	Small Station with 12 Docking spaces and 8 Cycles		Phase 1



17	Rainbow Nagar	11.941568,7 9.823108	Small Station with 12 Docking spaces and 8 Cycles		Phase 1
18	Maternity Hospital	11.937889,7 9.807787	Small Station with 12 Docking spaces and 8 Cycles		Phase 1



19	Near PSCDL office		Small Station with 12 Docking spaces and 8 Cycles		Phase 1
----	-------------------	--	---	--	---------



Sl.No	Identified Site	Long, Long	Station Type	Identified Location	Phase
20	Pondy Marina	11.913084 , 79.829759	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
21	Sacret Heart Basilica Church	11.925759, 79.826805	Small Station with 12 Docking spaces and 8 Cycles		Phase 2



<p>22</p>	<p>Anthonyar Signal</p>	<p>11.930677, 79.820533</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>
<p>23</p>	<p>Indira Gandhi Medical College</p>	<p>11.941398, 79.796075</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>




24	Near Sivaji Statue	11.956359, 79.826327	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
25	Near Police station Lawspet	11.957409, 79.813622	Small Station with 12 Docking spaces and 8 Cycles		Phase 2



<p>26</p>	<p>Mahatma Gandhi Post Graduate Institute</p>	<p>11.957043, 79.793876</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>
<p>27</p>	<p>Tagore Arts College</p>	<p>11.963050, 79.813102</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>





28	Community College Lawspet	11.963804, 79.813090	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
29	Womens Polytechnic College	11.958806, 79.810258	Small Station with 12 Docking spaces and 8 Cycles		Phase 2



<p>30</p>	<p>Rajivi Gandhi statue</p>	<p>11.942217,79.808227</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>
<p>31</p>	<p>Outside Jipmer side gate</p>	<p>11.946228,79.799287</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>



32	Inside JIPMER	11.948580, 79.797928	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
33	Inside Jipmer - Cycle and Bike park	11.953074 , 79.797893	Small Station with 12 Docking spaces and 8 Cycles		Phase 2





34	Gorimedu RTO Check Post	11.956673, 79.796199	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
35	Muthaliarpet Police Station	11.947460, 79.831419	Small Station with 12 Docking spaces and 8 Cycles		Phase 2





<p>36</p>	<p>Thengaithittu signal</p>	<p>11.914872, 79.810898</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>
<p>37</p>	<p>Rediyarpalayam near burial ground</p>	<p>11.931237,7 9.798584</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>



<p>38</p>	<p>Housing Board over the canal near Indira Gandhi Statue</p>	<p>11.931695, 79.809423</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>
<p>39</p>	<p>Old AFT Mill</p>	<p>11.925671, 79.817944</p>	<p>Small Station with 12 Docking spaces and 8 Cycles</p>		<p>Phase 2</p>



40	Near Manimegalai School	11.933953, 79.813073	Small Station with 12 Docking spaces and 8 Cycles		Phase 2
41	Ananda Inn Near Adhithi Hotel	11.941823, 79.828991	Small Station with 12 Docking spaces and 8 Cycles		Phase 2



Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City

Volume II: Scope of Work and Technical Specifications



RFP for Public Bicycle sharing on PPP Mode

Tender No: 007/PSCDL/2019

July 2019

Puducherry Smart City Development Limited



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Abbreviations

Term	Definition
ABD	Area Based Development
CCC	Command Control Center
CEO	Chief Executive Officer
Day	Calendar day
DPR	Detailed Project Report
GIS	Geographic Information System
GoI	Government of India
GoP	Government of Puducherry
GPRS	General Packet Radio Services
INR	Indian Rupee
LLP	Limited Liability Partnership
Ltd.	Limited
O&M	Operation and Maintenance
PMC	Project Management Consultant
PPP	Public Private Partnership
PSCDL	Puducherry Smart City Development Limited
PWD	Public Works Department
RFP	Request for Proposal
Sq.Km	Square Kilometre
ULB	Urban Local Body



1 Background

With the India Smart Cities Challenge, the Government of India took the first step towards realizing its vision of building and short listed 100 smart cities in the country. In the 1st round of Smart Cities competition 20 cities were selected, another 13 cities were selected in the fast-track round and 27 more cities were selected in 2nd Round. Under Indian Smart Cities Mission, the projects focus is on retrofitting and redevelopment a selected area within the city known as Area-Based Development (ABD). Additionally, projects at PAN City level has also been taken up. The projects focus is multi-sectoral.

Puducherry is now working on implementation plan to convert the Smart City Proposal (SCP) ideas into reality, beginning with retrofitting and redevelopment of the ABD that will catalyze future scalability to entire city and projects at PAN City. Boulevard and its surrounding area has been selected as ABD area in Puducherry. Puducherry was selected vide Lr. No K-15016/157/2015-SC-1, dated 28.06.17 by MoUD as one among the 30 cities and ranked 8th position in the 3rd round of Smart City Challenge, thus Puducherry stands in 68th Position out of 100 smart cities in India. Further the Puducherry Government as per Smart City Mission Guidelines formed a Special Purpose Vehicle (SPV) called Puducherry Smart City Development Limited (PSCDL) Vide G.O. MS.No.15/LAS/2017-18 dated 23/08/2017. in order to design, develop, implement and manage Smart City Projects.

“Puducherry” is the French interpretation of the original name “Puducheri” meaning “new settlement”. Puducherry is the capital city of The Union Territory of Puducherry and is one of the most popular tourist destinations in South India, with over 16.5 lakh annual visitors from India and abroad. It is surrounded by Bay of Bengal on east and South Arcot district of Tamil Nadu on other three sides. Puducherry is one of the major tourism destination center in south India. It has one of the oldest Ports in the world. It is served by five main roads which radiate to Puducherry, Vellore, Tirukoilure and Thanjavur. It is also the terminal of the railway line which connects Puducherry with Southern Railway broad gauge system. The city is connected with Villupuram and Thanjavur by NH 32, Vellore by SH-4 & SH-5, Tiruvanamali by NH-32& NH77 and Puducherry through East Coast road and NH32.

Puducherry Municipality spread is around 19.46 Sq.km and includes 42 wards. According to 2011 Census, the City population is around 2,44, 377. ABD area is around 5.94 sq.km with a population of around 1,14, 239. The ABD area covers 30% of the Municipal area and 51% of the City Population.

The Smart city plan for Puducherry revolves around the vision of “Transforming Puducherry into



a global tourism destination by leveraging its heritage, cultural, spiritual and educational advantages. Enhance the quality of life of the citizens by providing efficient urban mobility, smart civic infrastructure, smart service delivery and participative decision making”.

2 Scope of Work

2.1 General

The scope of work is to design, procure, install, operate and maintain Public Bicycle Sharing System with Electric and Non Electric Bicycles at Puducherry. It is required that the Public Bicycle Sharing System to be provided with the following specifications:

- a) The bicycles to be comfortable, commuter-style with specially designed parts and sizes that discourage theft and resale.
- b) A fully automated locking system that allows users to check electric Bicycles easily in or out of Bicycle- docking stations.
- c) A wireless tracking system, such as GPS, that locates where an bicycle is picked up and returned and identifies the user.
- d) Real-time monitoring of station occupancy rates through wireless communications, such as general packet radio service (GPRS)
- e) Real-time user information through various platforms, including the web, mobile phones and/or on site terminals.
- f) The concessionaire will develop an operating manual for the Public Bicycle Sharing indicating cycle design, customer information, fee collection procedures, Enforcement procedures, Safety procedures, Maintenance procedures, IT system and communication protocols and Data security among others.
- g) The basic and minimum technical standards with which the Public Bicycle Sharing would work has been listed along with the roles and responsibilities of the Concessionaire and other related Government agencies . The Concessionaire’s Scope of work includes:

2.2 Bicycle

- a) The concessionaire will provide and maintain Bicycles for Public Bicycle Sharing. 70 % of the total bicycles will be Non electric bicycles and 30 % of the fleet will be electric Bicycles.
- b) The concessionaire may increase the percentage of electric bicycles and with prior approval from PSCDL
- c) Technical specifications for the Bicycles (Non electric and Electric) should at least meet the “Minimum Technical Standards” as given in Section 3 - Volume II of this RFP.
- d) The concessionaire will procure such Bicycles manufactured not earlier than six (6) months



before the date of signing of the Concessionaire Agreement between PSCDL and the concessionaire. The Bicycles for PSCDL shall not have been put to commercial use anywhere previous to the Commercial Operations Date, except as provided in this RFP.

- e) The Bidder will present prototype of Bicycles (Non electric and Electric) for the Public Bicycle Sharing System to PSCDL for inspection. PSCDL will have the right to review all perks of Bicycles/electric Bicycles / station / docks, the hardware and software to ensure they meet all the technical criteria as specified in the RFP. A prototype which may have features over and above the prescribed minimum standards, will be accepted by PSCDL.
- f) If PSCDL find any discrepancy between the prototype electric bicycles for PSCDL and the technical specifications of the electric Bicycles submitted in the technical bids by the bidder, and then the bidder will have to replace the prototype with in 15 days as per the direction of PSCDL. The final designs will be subject to approval from PSCDL. After receiving approval on the final design, the Bidder have to proceed to manufacture/ acquire the Electric Bicycles, Stations, docks, etc.

2.3 Docking Stations

- a) PSCDL has identified the tentative locations, sizes, and the necessary street space for station installation. The Service Provider will be responsible for surveying the site; conducting public outreach to gather input from the public to verify station locations and sizes; develop detailed installation drawings.
- b) Technical specifications for the station specific equipment's, docks hardware and software components of the Public Bicycle Sharing System in PSCDL area should at least meet the "Minimum Technical Standards" as given in Section 3 - Volume II of this RFP. The station shall be Modular type automated docks.
- c) The concessionaire will procure such equipment manufactured not earlier than six (6) months before the date of signing of the Concessionaire Agreement between PSCDL and the Bidder. The equipments shall not have been put to commercial use anywhere previous to the deployment in this project.
- d) The Bidder will present prototype Station for the Public Bicycle Sharing System to PSCDL for inspection. PSCDL will have the right to review all station equipments 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 PSCDL.
- e) If PSCDL find any discrepancy between the prototype of station for PSCDL Project and the



technical specifications submitted by bidder in their technical bids, then the Bidder will have to replace the prototype within 15 days as per the direction of PSCDL. The final designs will be subject to approval from PSCDL. After receiving approval on the final design, the Bidder may proceed to manufacture/ acquire the Stations / station equipments hardware and software.

- f) The Bidder will make suggestions on the colours and branding of the Bicycles docking stations. These recommendations may be considered by PSCDL. The final decision rests on PSCDL
- g) The docking stations should have facility to charge the electric Bicycles. Alternatively, charging infrastructure can be made available in depot/workshop where batteries can be charged and swapped with depleted batteries in the vehicles

2.4 Installation of docking stations

- a) The project will be implemented in 2 phases and in the first phase of the project the concessionaire will be required to establish Public Bicycle Sharing System in the ABD area to commence with and after looking the performance of the system the phase 2 of the project covering nearby areas will be implemented within 1 year of introduction of the phase 1 System.
- b) The Phase 1 of the project would focus on the locations which have very high probability of attracting the users/tourists. This would create a positive impact on the project and the image of cycling will built. The details of Phase 1 and Phase 2 are provided in the table below.

Study Area boundary	Phase	No of Locations	No of Cycles	No of Docks
ABD Area and nearby traffic attracting locations	Phase 1	19	208	312
Puducherry Municipality and nearby traffic attracting locations	Phase 2	21	184	276
	Total	41	400	588

- c) The Stations will be categorized into two sizes:
 - i. Medium stations with 24 docks to accommodate 16 cycles
 - ii. Small stations with 12 docks to accommodate 8 cycles
- d) The list of tentative locations with number of cycles that will be required are attached in the



Annexure – Location Map of Tentative Locations

- e) For expansion and better performance of the system, the Concessionaire can suggest the locations and size of the docking stations depending on requirement and performance. The locations for the docking stations will be frozen based on the space availability and in consultation with the stakeholders such as PSCDL, municipality and PWD. The final decision on the station location, number of stations and size rests with PSCDL.
- f) The Concessionaire will conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements.
- g) The Concessionaire will submit the proposed station positions and layouts to PSCDL for approval. The PSCDL will clear the approved site within 15 days of receiving complete proposal from the Concessionaire and will create a paved, level surface thereafter on which the Concessionaire may install the Station.
- h) Foundation and other infrastructure work will be the responsibility of the concessionaire. The complete implementation of PBS in Phase 1 area shall be completed in six months from the date of signing of the agreement.

2.5 Fleet size

- a) Concessionaire will maintain the Fleet to match the Authorized Fleet (for phase 1 and phase 2) requirements as per the timeline mentioned in the below table:

<i>Milestone</i>	<i>Authorized Fleet (f)</i>
Phase 1 :Within 6 months of signing Of the Concessionaire Agreement	208 Bicycles
Phase 2: Within 24 months of signing Of the Concessionaire Agreement	Phase 1 + 184 Cycles

- b) After 12 Payment Periods, PSCDL will review the Authorized Fleet at the end of every quarter (3 months) and revise the Authorized Fleet as follows:
 - i. If $r / f > 6$, the Authorized Fleet size may be increased by an increment specified by PSCDL within 60 days of the end of the previous payment period.
 - ii. If $r / f \leq 6$, the Authorized Fleet will remain the same.

Where 'r' is the average number of Rides during the previous payment period and 'f' is the Authorized Fleet during the previous 30 days.

- c) .The Concessionaire will present the plan for number of additional stations and their



locations, including expanding it to newer areas adjoining the existing coverage area. PSCDL will review and approve the plan in consultation with relevant agencies.

- d) However, PSCDL has the discretion to impose a cap on the quantum of Authorized Fleet. Payments will be determined based on the actual number of Bicycles in operation during the corresponding Payment Period.
- e) In addition to the above-mentioned mandatory increase in size of the Authorized Fleet, the concessionaire is free to increase the number of Bicycles/ docking stations as per PBS system requirement with approval from PSCDL.
- f) The concessionaire will be required to pay licence fee for the bicycles deployed in the Authorized Fleet or bicycles in actual operation, whichever is more depending on the financial bid of the concessionaire.

2.6 Number of Docks

- a) The number of docks at each station should be more than the number of authorized Bicycles at each station, to ensure availability of excess docking space, to accommodate peak hour demand. The Concessionaire will maintain a system docking capacity as follows:

$$d \geq 1.5 * f$$

Where,

d is the number of docks at each station designated for the bicycles of the system, and

f is the Authorized Fleet at the station

The dock to bicycle ratio should hold true even at the system level. That is, at the system level-

$$D \geq 1.5 * F$$

Where,

D is the Total number of docks in the system

F is the Total Authorized Fleet size for the system

- b) Each station should comply with the technical standards as specified in Section 3 - Volume II of this RFP. However if Concessionaire wants to increase the number of Station as per its requirements, same can be done at the cost of concessionaire after a written prior approval from PSCDL.
- a) The concessionaire will be required to pay licence fee for the Bicycles deployed in the authorised fleet or bicycles in actual operation, whichever is more, as the case may be, depending on the financial bid of the concessionaire. The system proposed by the Concessionaire will install Stations as per the timelines.



- b) If required, PSCDL may ask the concessionaire to install additional station(s) with Bicycles depending on its requirement. The concessionaire shall install such additional stations within 30 days of receipt of letter in writing from PSCDL. Concessionaire will pay the licence fee to PSCDL, at the same rates as every electric/non electric Bicycle in every such additional station(s).

2.7 Device for Check in and check out

- a) The hardware required at the station to validate the user into the system and out of the system will be connected to the central control system.
- b) Functionalities of the equipment is listed in the Technical specifications given in Section 3 - Volume II of this RFP.

2.8 Central Control System

- a) The concessionaire should provide a Central control system which can on a real time basis monitor the operations of the system (all its components).
- b) The central control system provides the backbone of the PBS system.
- c) The Control Centre will constitute PSCDL's single point of contact to enable PSCDL to coordinate with the Concessionaire in the course of the day-to- day operation and management of the Public Bicycle Sharing System by PSCDL.
- d) The Concessionaire shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Concessionaire control centre and PSCDL.
- e) The space required for the Control Centre will be made available by PSCDL, subject to availability of space.

The concessionaire should:

- a) provide software to aid in monitoring of the system including details like total and in operation bicycles, docks at each station, etc.
- b) provide Software which will be able to aid the concessionaire in tracking stations and enabling efficient redistribution of Bicycles across stations.
- c) provide Software which will be able to help in system planning and expansion.
- d) procure software and hardware for the processing of customer payments via different modes.
- e) procure the hardware and software, which should meet the "Minimum Technical Standards" as given in Section 3 - Volume II of this RFP.
- f) provide a physically staffed central control room to house the central control system,



which will have computer terminals and communications equipment allowing Concessionaire staff to monitor system status.

- g) borne maintenance, payment of electricity bill and all other related expense of the space provided.

2.9 Timeliness

The Concessionaire will be expected to meet the following timeline:

Task	Task to be completed within the end of the indicated month, measured from the date of approval
Demonstrate initial prototype for Docking stations and Bicycles and review	1
Submit marketing plan for review.	2
Finalization of station locations/size and fleet	2
Submit beta website for review.	2
Demonstrate final prototype of Cycles	2
Back office systems operational.	3
Submit redistribution and maintenance plans for review	3
User generation campaign	5
Website information and subscription sections operational.	5
Training and Testing of System	4-6
Begin accepting applications for registration+ partial System launch	5
Install Phase 1 docking stations /200 Cycles+ system launch	5-6
Performance review of Phase 1 of the system	12
Submit station siting plans for remaining Stations for review(Phase 2)	13-14
Install and operate remaining 196 cycles(Phase 2)	15-18



based on the performance of Phase I (With approval from PSCDL)	
Full System launch	18

2.9.1 User Generation Campaign and Formal Launch of the system:

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

2.9.2 Procurement of hardware and software

- a) Procure Cycles as per the Authorized Fleet size set by PSCDL, each of which shall comply with the technical standards specified in the tender document.
- b) Procure and maintain Standby Bicycles to ensure that the operational Fleet size remains above the Authorised Fleet.
- c) Procure software and install, operate, and maintain an IT system, including a control centre, to aid in monitoring, planning, and the redistribution of Bicycles.
- d) Procure such equipment manufactured not earlier than six (6) months before the date of signing of the Concessionaire Agreement between PSCDL and the Concessionaire. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- e) Procure software and hardware for the processing of customer payments via cash (at kiosks/customer care centres), credit card, net banking, mobile-based banking systems, and other media.
- f) Operate only such equipment that meets the technical criteria at all times during the Contract Period.

2.10 Minimum Hours of Operation

- a) The system will run in two shifts for a period of at least 16 hours every day preferably from 6:00am to 10:00 pm.
- b) If the concessionaire decides to expand the number of operating hours beyond 16 hours, then



it is mandatory that the time period 6:00 am to 10:00 pm falls within the operating hours of the system.

- c) If the concessionaire has any suggestions on change in time of operations, such a request will be put forth to PSCDL, who will have the final authority to decide.

2.11 Redistribution

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

2.11.1 Marketing

- a) The Concessionaire will be responsible for carrying out ongoing marketing activities to promote use of the Public Bicycle Sharing System. Before and after the Commencement Date, the Concessionaire will carry out marketing activities as specified in the Technical Specifications.
- b) During the period of contract after the Commencement Date, the Concessionaire will set up as many numbers of manned kiosks to facilitate the cycle users. The kiosks will provide print material on how the Public Bicycle Sharing System works, conduct live demonstrations, and carry out other activities to inform potential users about the Public Bicycle Sharing System. The kiosks will also accept Membership applications and assist with user payments, top up or recharge of amounts
- c) The Service Provider will be expected to spend an amount on print and radio advertisements equivalent to at least 5 per cent of the combined value of Payments during the first year after signing of the Service Provider Agreement and 2 per cent during years 2 through 7.
- d) For any complaint registration by users, provisions shall be made by the Service Provider in Mobile App and web portal. Dedicated Whatsapp number shall be provided to citizens for any complaints/suggestions/feedback with regards to biPublic Bicycle Sharing System. The same shall be monitored by the service Provider and adequate responses shall be delivered to citizens within 48 hours.
- e) From at least two months before the Commencement Date through the end of the contract, the Service Provider will carry out marketing activities, as per defined in the Service Provider Agreement, including but not limited to the following:



- f) Establish and maintain a Facebook page with system updates, promotions, and other information.
- g) Establish and maintain a Twitter feed with system updates, promotions, and other information.
- h) Establish and maintain a blog on the Public Bicycle Sharing System website with news, interesting stories, and other features.

2.12 Depots/ Workshops

- a) PSCDL shall provide adequate Depot/Workshop space for spare Bicycles, Stations, Electric Bicycles repair, and Parking space for redistribution vehicles, subject to availability of space. Such space should only be used for the purpose prescribed in this RFP document, and not for any other purpose.
- b) The Concessionaire shall source and install the maintenance equipment as necessary. Major repairs of the Electric Bicycles and Stations which cannot be carried out on the site shall be carried out at the depot/ workshop space developed by the concessionaire.
- c) Such location should be accessible and appropriately equipped to manage the Public Bicycle Sharing System. Equipment for maintenance & repair of Electric Bicycles is to be borne by the concessionaire.

2.13 Registration of Users

- a) Registration is a prerequisite to gain access to the Public Bicycle Sharing System. All users are required to register with the system using a valid ID proof (Aadhar Card / Driving License/Voters ID basis for Indian Citizens and on Passport basis for foreign nationals) either through website, mobile Phone App or at kiosks/customer service centres.
- b) For customers who don't have a Smartphone, the Concessionaire shall provide customer care to register. A few centres around the city will be identified by the Concessionaire with PSCDL's approval to facilitate the System users. The user can go to the nearest customer service centre to register with valid ID proof, pay security deposit (as specified by Concessionaire), pay cash to top up or recharge the account at the customer service centres/kiosks.

2.14 Fare Collection System

- a) A fully digital fare collection system using different payment gateways like internet



banking/credit/debit cards/ mobile wallets etc and across different platforms like web, mobile app, on-site terminal should be deployed.

- b) No additional fees may be collected by the Concessionaire or the staff. Tipping or any exchange of money for preferential service are prohibited and any staff engaging in such a practice should be disciplined accordingly.
- c) All user payments including security deposits, membership fees shall be credited in full to an escrow account established by PSCDL. The Concessionaire shall not retain user fee revenue nor shall it have any right in relation to the fees collected. Concessionaire shall at no point of time, directly or indirectly, partake any portion of the user fees. All the payment instruments must comply with the PPI clause (Pre-paid Payment Instruments Clause) of RBI as revised from time to time.
- d) The Fare structure (Subscription Fees, Usage fees, etc.) have been determined by PSCDL and is detailed out in below
- e) Membership Fees

	Membership Subscription fees	Amount In Rs.	Benefit
Membership Fees	Daily membership subscription fees	49	Free ride of 30 mins for a day for electric and non electric bicycles
(Exclusive of GST)	Monthly membership subscription fees	249	2 free rides of 30 mins per day for electric and non electric bicycles
	Three month membership subscription fees	499	2 free rides of 30 mins per day for electric and non electric bicycles
10% hike in Membership Subscription fees after every 3 years of operation			

- f) Usage Fees:

Fees	Type of Cycle		Amount In Rs for First 30 minutes	Amount In Rs for Every additional 30 minutes
Usage fees (Exclusive of GST)	Normal Cycle	Member	0	5
		Non Member	5	10
	Electric	Member	20	30



	Cycle			
		Non Member	25	40
10% hike in Usage Fees after every 3 years of operation				

2.14.1 Revision of User Charge

The User Charge and membership fees shall be reviewed and revised once in every 3 years at ten percent (10%)

2.14.2 IT system

The Concessionaire will provide real-time information access and periodic summary reports in an electronic format specified by PSCDL containing but not limited to the following information:

- i. Fleet size
- ii. For each Station/ parking area
 - a. Hourly data on number of cycles parked in each location
 - b. Status: full or empty
 - c. Operational status
- iii. For each Cycle:
 - a. Operational status: in service, out of order, etc.
 - b. Number of Rides taken on the Cycle during its lifetime and since last maintenance
- iv. Trip Data
 - a. Number of Rides taken using the system
 - b. Record of each Ride taken using the system, including the user ID, origin, and destination, start time, end time, and cycle ID.
- v. Geospatial location of stations and bicycle location with time-stamps
- vi. Develop online Web-based Portal and Mobile Application to provide information on Puducherry Public Bicycle Sharing System, 'know how' on user registration, station locations, navigation services, payment mechanism through various modes, and feedback services.
- vii. Not carry out any other commercial activities on or near Public Bicycle Sharing System facilities unless explicitly approved by PSCDL.



2.15 Advertisement Space

- a) The Concessionaire will only use available designated branding/advertising spaces on the Electric Bicycles, docking stations and redistribution vehicle as per approved by PSCDL and defined herein RFP.
- b) The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Concessionaire but PSCDL will have the final right of approval on the same. The specifications of the advertisement panel are given in system specifications detailed in Section 3

2.16 Maintenance

- a) The Concessionaire needs to ensure that the Bicycles and all other assets of the system are regularly maintained on a regular basis on global standards basis in a workman like manner.
- b) The Concessionaire is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the Bicycles/Electric Bicycles of the system.
- c) The Maintenance checks are not to be conducted during hours of operation of the system Electric Bicycles which require more than on- station maintenance and such electric Bicycles should be taken to the Depot for repairs and be replaced with Bicycles/Electric Bicycles from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system.
- d) Information of the problems that were addressed at each station with regard to Electric/Non electric bicycles and other infrastructure needs to be properly recorded and entered into the central data base.
- e) The exact maintenance schedule will be finalized in consultation with PSCDL time to time by the concessionaire and final decision of PSCDL in this regards is binding on concessionaire.

2.17 Data Reporting

- a) The concessionaire shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be accessed by the PSCDL or its representative. The real-time data shall be in such a format that the PSCDL shall be able to evaluate the performance of the Concessionaire against the Service Levels set forth in this Agreement.
- b) The concessionaire shall no later than 7 (seven) days after the close of each month, furnish to the PSCDL a monthly report stating in reasonable detail the condition of the Project including



its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. This report will help PSCDL to understand how much service charge accrues to the concessionaire for that month's operation standards.

- c) The concessionaire shall no later than 14 (fourteen) days after the close of each quarter furnish to PSCDL a Quarterly report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion plans of the system. This will include details of stations with maximum and lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service including potential location where the E-PBS system can be expanded to.
- d) PSCDL may request the concessionaire for any additional information other than the real-time data if need be.
- e) PSCDL will have complete ownership on the data on real time basis

2.18 User Information System

- a) Concessionaire need to develop an 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.
- b) Concessionaire shall provide adequate mechanism for integration of such App with Proposed PSCDL mobile App.
- c) Also, enabling provisions be made in the system to integrate such information with any other system of PSCDL, etc. and concessionaire will provide adequate support for same without any extra cost.

2.19 Website

- a) The Service Provider will develop a website on Open standard platform and integrate with any other portal products such as HTML, XML, web services and WSRP. The website shall be browser independent and responsive to run on all leading browsers.
- b) The Service Provider will create a website with the following functionality:
 - i. Create and manage upto date all applications, content, data and information to Puducherry Public Bicycle Sharing System on online portal as well as mobile app throughout the contract period.
 - ii. Provides a user account section with the ability to create a user account, modify the



-
- user profile, to purchase memberships and recharge user accounts.
 - iii. Available in Tamil and English.
 - iv. The website must consistently have a page speed score of 75+/100 for both desktop and mobile site for a visitor load of 500 simultaneous transactions per hour.
 - v. Ability to handle 5000 page views per day.
 - vi. Typical 3 click request for most information on the website.
 - vii. The entire website must be embeddable within the PSCDL website or at a location so directed by PSCDL. In which case, all the functionality must happen within the frame and must not redirect user to another website.
 - viii. A section on frequently Asked Questions (FAQs) related to Cycle sharing, and their related responses.
 - ix. The website should have an uptime of 99% as specified by PSCDL.
 - x. Has point-of-sale ability Displays real-time station status overlay on a map: name of station, number of Bicycles, and number of available docks.
 - xi. Allows users to track their usage (other innovative applications are encouraged).
 - xii. Specially designed versions for multiple computing devices (desktop computers, smartphones, and tablets).

2.20 Smart phone applications

- a) The Service Provider will create smart phone applications compatible with major Smart phone operating systems including iOS, Android, and Windows used by the membership base (as calculated through membership surveys) along with a Vendor Agnostic Web Service. The development shall be done in a Hybrid Integrated Development Environment (IDE) for consistency in feature roll outs.
- b) The Smartphone application shall be developed to have the following functionality:
- c) Real-time station information: name of nearby station, number of Bicycles available, number of available docks.
- d) Allows users to view membership status and recharge their accounts.
- e) Provides a user account section with the ability to create a user account, modify the user profile, to purchase memberships and recharge user accounts.
- f) Responsive interface to facilitate use on a wide range of devices with different sizes.
- g) Provide the User with option to select a specific button on their cell phone to set as SOS short-



cut, when pressed and help continuously for a certain amount of time

- h) Available as well support unicode and be multilingual in at least English and Tamil
- i) Typical response time shall be 2-3 seconds or as per the industry standards.
- j) A section on frequently Asked Questions (FAQs) related to Cycle sharing, and their related responses.
- k) Must be scalable and technically adaptable to integrate with common mobility/smart card in future.

2.21 User Accounts

- a) The Service Provider will provide the option of User Accounts for frequent System users. Depending on the need, the system will allow User to create a temporary or permanent account.
- b) The User Accounts will have the following features:
 - i. Ability to open an account online, through a smartphone app, or at a customer service kiosk.
 - ii. Required data to open an account include the user's name, address, and mobile number.
 - iii. Ability to recharge the account using net banking, credit and debit cards, coupons, and other electronic wallets, via online portal or smart phone application.

2.22 Fee payment system

- a) The Service Provider will create a fee payment system by which users can make payment using a mobile phone SMS or smartphone application.
- b) The payment system will:
 - i. Register the beginning and end of a cycle sharing trip through a text message or through a smartphone application.
 - ii. Send an alert when the duration of the trip is about to exceed the user's balance.
 - iii. Send a response/confirmation message for all user actions.
 - iv. The Users can make payment alternatively at the Customer centres/kiosks. The Service Provider WILL NOT collect cash from users as payment of fee and all transactions shall be through the online platform.
- c) The service provider should ensure that facilitators are available at site for the initial period of three months to help users with the payment system.



2.23 Customer service kiosk

- a) The Service Provider will maintain a customer service kiosk at a facility provided (Control Center) by PSCDL meeting the following standards:
 - i. Communicates real-time with the Control Centre.
 - ii. Staff proficient in English and Tamil.
 - iii. Allows users to apply for memberships, obtain information on their membership status, and recharge their accounts.
 - iv. Can provide printed material in Tamil and English explaining how to subscribe to the system and maps showing station locations.

2.24 Marketing and User Education

- a) The Concessionaire will be responsible for carrying out ongoing marketing activities to promote use of the Public Bicycle Sharing System PSCDL and user education of the system.
- b) Before and after the Commercial Operations Date, the Concessionaire will carry out marketing activities to promote the system and increase membership.
- c) Carry out marketing activities to promote use of the Public Bicycle Sharing System using the following channels but not limited to: Website, Facebook, Outdoor Advertisements, Merchant Co-Branding, Advertisement in local newspapers.
- a) The Service Provider is encouraged to use a variety of traditional and more innovative marketing techniques
- d) The Service Provider will carry out marketing activities, as per defined in the Service Provider Agreement, including but not limited to the following:
 - e) Establish and maintain a Facebook page with system updates, promotions, and other information.
 - f) Establish and maintain a Twitter feed with system updates, promotions, and other information.
 - g) Establish and maintain a blog on the Public Bicycle Sharing System website with news, interesting stories, and other features.
 - h) Launch phase for three months starting on the Commencement Date including:
 - i) Marketing events and temporary customer service kiosks at popular cycle parking stations.
 - j) Membership drive to encourage people to set up User Accounts.
 - k) Outreach to business associations, resident welfare associations, and other local



stakeholders.

2.25 Advertisements on the radio and print media.

- a) The Service Provider will be expected to spend an amount on print and radio advertisements equivalent to at least 5 per cent of the combined value of Payments during the first year after signing of the Service Provider Agreement and 2 per cent during years 2 through 7.
- b) For any complaint registration by users, provisions shall be made by the Service Provider in Mobile App and web portal. Dedicated Whatsapp number shall be provided to citizens for any complaints/suggestions/feedback with regards to Public Bicycle Sharing System. The same shall be monitored by the service Provider and adequate responses shall be delivered to citizens within 48 hours.

2.26 Training and Testing Period

- a) The Concessionaire is required to conduct on ground test of the system components for at least three weeks prior to the formal launch of the system or Commercial Operations Date. During this period, the Concessionaire shall make available the following equipment:
- b) Staff required for operations and maintenance of the entire Public Bicycle Sharing System.
- c) At least 10 Stations (with at least 80 cycles with an average of 8 cycles per station), the Control Centre, and a Depot for the purpose of training and testing of operations.
- d) PSCDL and Concessionaire shall use this period to understand the intricacies of operations and fine-tune the Public Bicycle Sharing System. No fines shall be applicable during this period. The Authorized Fleet requirement is not applicable in this period. No user fee will be charged from the customer during the training and testing period.

2.27 Liquidated Damages (Key Performance Indicators)

- a) PSCDL or its authorized agents may conduct random spot checks for cleanliness and operating condition of the system.
- b) LD shall be applied by PSCDL on the Concessionaire for various parameters better defined in the table below.
- c) LD metrics are measured from 0:00 on the first day of the Payment Period until 23:59 on the last day of the payment period.
- d) PSCDL may add/delete/change/modify the parameters, provided that at least Thirty (30) day



prior notice shall be given to the Concessionaire before such parameters are applied.

- e) A representative schedule of penalties is presented below.

Parameters	Threshold value	Liquidated Damages
Availability of cycles for users to access during the day	≥ 95%	Rs. 100 per cycle per hour
Number of complaints addressed and resolved in 24 hours	≥ 95%	Rs. 100 per cycle per hour
Unauthorized release of customer data		Rs.10,000 per subscription
Unauthorized release of system data		Rs.10,000 per cycle
Unauthorised use of advertisement space at stations/assigned parking areas		Rs.5,000 per violation per day

2.27.1 Payment to the Concessionaire

- a) All user payments including security deposits, membership fees shall be credited in full to an escrow account established by PSCDL. The Concessionaire shall not retain user fee revenue nor shall it have any right in relation to the fees collected. Concessionaire shall at no point of time, directly or indirectly, partake any portion of the user fees. All the payment instruments must comply with the PPI clause (Pre-paid Payment Instruments Clause) of RBI as revised from time to time.
- b) PSCDL will, within a period of seven days from receipt of the invoice, verify the invoice against the records that it has on the Public Bicycle Sharing System and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by PSCDL to the designated account of the Concessionaire after deducting any tax deductions at source that PSCDL may be obliged to deduct under Indian law.
- c) Seventy percent (70%) of payment from escrow account will be auto credited to the concessionaire during every payment period. Remaining thirty percent (30%) will be credited within fourteen working days after deductions of any penalties towards the concessionaire by PSCDL.
- d) Payment to the Concessionaire will be calculated as follows:



Payment = (k+d)-i

Where

- 'k' is user membership Fees in a month
- 'd' is the usage fees collected in a month
- 'i' is the penalties.

Payment for penalties shall be calculated as described in the following section.

2.27.2 Customer service

- a) Establish customer service platforms for the Public Bicycle Sharing System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations and payments, and address grievances.
- b) Carry out marketing activities to promote use of the Public Bicycle Sharing System using the following channels but not limited to:
 - i. Website
 - ii. Facebook
 - iii. Outdoor Advertisements
 - iv. Merchant Co-Branding
 - v. Advertisement in local newspapers

2.28 Damages and replacement of assets

- a) The Concessionaire shall be liable to repair, rectify, or replace any assets, including Bicycles terminals, etc, at its own cost, unless specifically excluded by PSCDL or under Force Majeure Conditions. These include:
- b) Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Concessionaire.
- c) Loses due to theft of Bicycles while Bicycles are check out by Members, or due to acts of vandalism.
- d) The Concessionaire may take out an insurance policy to cover such losses and the payment of the insurance premium will be the liability of the Concessionaire.
- e) Damages due to negligent driving or accidents by Concessionaire personnel or authorised representatives on street shall be the liability of the Concessionaire. Any fines levied against the Concessionaire or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Concessionaire. PSCDL claims no liability for such



infractions.

- f) PSCDL shall not be liable to make any other payments such as those arising from maintenance or operations of the Public Bicycle Sharing System other than the payments described in this section.
- g) The Concessionaire shall be compensated for damages to Public Bicycle Sharing System equipment where the liability is traced to PSCDL.

2.29 Transition & Closure

- a) During the closure of the contract, in order to provide a seamless experience for the citizens, PSCDL shall decide that a period no greater than 6 months shall be identified as an overlap period or a transition period where in the project can be moved on to the next concessionaire or transitioned to the staffs deputed by PSCDL. This will be the last 6 months of the contract duration. During this period depending on the quality of service record and roll-out plan for the next Cycle Sharing plan, the vendor may be asked to at PSCDL's discretion to either extend the service for a year or wind up operations in a phased manner.
- b) The vendor is obligated to attend all the meetings called for the transfer of service and shall accord all the necessary help to the next Concessionaire.
- c) This clause does not indicate an automatic diminished responsibility during the closing 180 days. It is intended to provide for a seamless transfer only.

2.30 Legal

- a) The concessionaire shall bear all applicable National, State and local taxes on purchase of equipment. bear all the risk incurred on vandalism/theft of the system-Electric Bicycles, docks, terminals and other components within the station premises & vandalism and loss of Electric Bicycle which has been rented out.
- b) bear all applicable insurance, including vehicle insurance of other components of the system and passenger insurance as required under:
- c) Any Financing Agreements of Laws of India.
- d) Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
- e) comply with all legal and statutory compliances as per applicable laws, including labour laws.

2.31 Contract Period

- a) This Contract is being granted for the installation and operation of the Puducherry Public Bicycle Sharing System for a Contract Period of Seven (7) years from the Commencement of



Operations Date (COD), excluding Six (6) month period required for mobilization and system installation. If the Concessionaire completes the contract period successfully, then PSCDL may consider extending the contract for a further duration.

- b) If the PSCDL is interested in expanding the system within contract period, the Concessionaire can accept/reject the proposal within 2 weeks. In case the Concessionaire is unable to fulfil the requirements, the PSCDL will have authority to invite new Concessionaires for the expanded system.
- c) The Concessionaire shall make available for Service the entire Public Bicycle Sharing System and the entire Fleet from Commencement of Operations until such time as the Contract Period expires, subject to the Assured Fleet Availability during the Contract Period.

2.31.1 Commencement of Operation Date

- a) Concessionaire shall deploy all the maintenance, operations and management staff required for operations and maintenance during the Training and Testing Period. At the end of the Training and Testing Period, the Concessionaire shall deploy adequate numbers of maintenance, operations and management staff required for operations and maintenance of the Bicycle Sharing System as per the standards specified in this RFP.
- b) Any delay or failure in such deployment shall leads to Liquidated Damages.



3 Minimum Technical Specifications

The minimum technical specifications for electric Bicycle, station, dock, Advertisement panels, Central Control System, re-distribution vehicles, depots/workshops, registration system, user information system are given below:

3.1 Bicycles

S.No	Electric Bicycle Specifications
1	Bicycle design for gender neutral ease of ingress and egress
2	Visible difference of the Electric Bicycle from regular Electric Bicycle in the market through design, specially designed parts and sizes that discourage theft and resale
3	Electric Motor Power: Minimum 250W Speed: 25kmph Range: minimum 40 km per charge Tire Size: As per best market policy Front Brake: Drum Brake Rear Brake: Drum Brake
4	Sturdy, lightweight Frame
5	Kick Stand
6	Luggage compartment to carry minimum capacity up to 8 kg
7	Ad Space on the sides of the Electric Bicycle - one side branding of E-PBS scheme other side advertisement
8	Rust and Graffiti Resistant
9	Enclosed mechanisms
10	Always on front light and rear LED lights
11	Audible horn
12	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, body, and both ends of the electric Bicycle.
13	Comfortable seat fixed to the body of the electric Bicycle
14	Tubeless tyre with wide profile, should be avoided to protect against theft
15	In-built GPS for communication with central server with anti theft alarm.



S.No	Non electric Bicycle Specifications
1	Bicycle design for gender neutral ease of ingress and egress
2	Visible difference of the Electric Bicycle from regular Electric Bicycle in the market through design, specially designed parts and sizes that discourage theft and resale
3	Smart technology including GPS and wireless connectivity
4	Sturdy, lightweight Frame
5	Kick Stand
6	Luggage compartment to carry minimum capacity up to 8 kg
7	Ad Space on the sides of the Electric Bicycle - one side branding of E-PBS scheme other side advertisement
8	Rust and Graffiti Resistant
9	Enclosed mechanisms
10	Always on front light and rear LED lights
11	Audible horn
12	Flat pedals.
13	All gears, braking mechanisms, cables and parts are fully enclosed from weather and are tamper-proof.
14	Simple, intuitive front and rear braking system with enclosed wiring
15	Chain-less or fully enclosed drive train.
16	Estimated lifespan of 7 years with 8 rides per day.
17	Guarantee of replacement of Bicycles and parts for a period of 7 years.

3.2 Docking Station

S.No.	Station - Minimum Specifications
1.	Docking stations capable of docking both normal and electric bicycles on flat concrete ground
2.	Modular signage to clearly identify the station from far - easy to construct and dismantle. Station location can easily be changed.



3.	Station size to be in multiples of electric Bicycles - space for each electric Bicycle to be approximately 2 meters long and 1 to 1.5 mtr width based on actual dimension of the Bicycle space feasibility.
4.	Fully automated stations where Bicycles can be checked in and out without keys are preferable using mobile app with QR Code or OTP. Attendants/CCTV cameras etc may be incorporated by the Concessionaire for ensuring safety.
5.	Advertisement Panel: i. One panel of size 30 x 5 Ft above the bicycle docks ii. One side panels of size 8 x 4 Ft with information's of Public Bicycle Sharing System/fares and one side for advertisements
6.	Rust and Graffiti Resistant design of advertising panels
7.	Modular station that do not require excavation and trenching.
8.	Station should not impede pedestrian or vehicular traffic

3.3 Central Control System

S. Central Control System- Minimum Specifications	
No.	
1.	Connected to all the registration centres and station check in and check out equipment and docks at the stations
2.	Able to compile information at station level and system level
3.	Real time monitoring of station occupancy rates through wireless communications.
4.	Able to use the Bicycle and dock availability information to make decision on redistribution of Electric Bicycles
5.	To be integrated with central command and control room of PSCDL. Able to provide real time information of the system to PSCDL
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.	Open book policy i.e. PSCDL shall have access to all data collected and transmitted by the system. All data is the property of PSCDL



9	Central Computer System should be upgraded and maintained real time.
10.	The Contractor will provide reports to PSCDL in accordance with an agreed upon schedule or on request.
11.	Physically staffed Office space housing the central control system
12.	Computer terminals and communications equipment allowing Concessionaire staff to monitor system status
13.	Call centre clause: The concessionaire shall provide a call centre number for queries and feedback for the system.
14.	Real time monitoring of station occupancy rates through wireless communication such as GPRS
15	Real time user information through various platforms including Web, Mobile Phones and onsite terminal

3.4 Redistribution vehicles

S.No.	Redistribution Vehicles- Minimum Specifications
1	Designed to ensure transfer of Bicycles with minimal damage
2	Follows the same brand guidelines for the entire system. Should look like a part of the rest of the system
3	Advertisement cladding on the redistribution vehicle is allowed.

3.5 Space for Depots/ Workshop/Control Center (to be provided by PSCDL)

Sl no.	Space for Depots/ Workshop - subject to availability
1	Space to store extra/ back up Bicycles for the system
2	Space to store backup check in/ check-out devices and other equipment
3	Space to undertake repair of Electric Bicycles of the system
4	Space to store the required tools for repairs and maintenance



3.7 Registration System

S. No. Registration System- Fully digital - 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- online.
3	Enabled to issue access with user id and information for ID proofs - online
4	Enabled to collect and return security deposits.
5	Enabled to handle electronic (including card) and cash transactions for subscription fees and top up of smart cards.
6	Enabled to link the transactions to the relevant user id.

3.8 User Information System

S.No. Smart Phone App- Minimum qualification	
1	SmartPhone apps provided for at least the Android and IOS Operating System
2	Should be able to provide information about the system- static and real time for the ease of the user
3	Should be linked to Google maps
4	Should integrate information of the Public BiPublic Bicycle Sharing System with the Proposed Unified card/app by PSCDL under smart Cities Mission
5	Should have enabling feature to integrate the information of PBS System with other systems.

3.9 Website-

S.No. Website- Minimum requirement	
1	The Service Provider will develop a website on Open standard platform and integrate with any other portal products such as HTML, XML, web services and WSRP. The website shall be browser independent and responsive to run on all leading browsers.



2	Provides a user account section with the ability to create a user account, modify the user profile, to purchase memberships and recharge user accounts.
3	Available in Tamil and English.
4	3 click request for most information on the website.
5	A section on frequently Asked Questions (FAQs) related to Cycle sharing, and their related responses.
6	The website should have an uptime of 99% as specified by PSCDL
7	Has point-of-sale ability Displays real-time station status overlay on a map: name of station, number of Bicycles, and number of available docks.

3.10 Fee payment system

S.No.	Fee payment system
1	The Service Provider will create a fee payment system by which users can make payment using a smartphone application. The payment system will:
2	Register the beginning and end of a cycle sharing trip through a text message or through a smartphone application.
3	Send an alert when the duration of the trip is about to exceed the user's balance.
4	Send a response/confirmation message for all user actions.
5	The Users can make payment alternatively at the Customer centres/kiosks. The Service Provider WILL NOT collect cash from users as payment of fee and all transactions shall be through the online platform.
6	The service provider should ensure that facilitators are available at site for the initial period of three months to help users with the payment system.



4 Summary of responsibilities

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

4.1 Concessionaire

- Design, procurement, installation, operation and maintenance of Bicycles and docking Stations.
- Station siting plans and system expansion plans
- Electricity supply for Stations.
- Redistribution of Bicycles.
- Maintenance of Bicycles and Stations.
- Customer service, including processing of Subscriptions and user payments, dissemination of system information, and complaint redressal.
- Space and equipment for maintenance of System equipment.
- Customer information systems including Station signage, system website and smart phone applications.
- System marketing.
- Concessionaire has to provide staffs on each of the designated cycle parking stations to facilitate the users in using the system for at least 3 months.
- Civil work.

4.2 PSCDL

- ✓ Approving Specification of Cycles, Station locations and sizes.
- ✓ Approving Specification of System branding/Advertisement.
- ✓ Providing Land for Stations without rent.
- ✓ Verifying the Specification of service levels are met.
- ✓ Review of Concessionaire plans for station siting, redistribution, maintenance, marketing, and other activities.
- ✓ Review of quarterly operations report and Farebox revenue.
- ✓ Providing space for control center/Customer registration kiosk and Ware house without rent.



Request for proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City

Volume III: General Conditions of Contract



RFP for Public Bicycle sharing on PPP Mode

Tender No: 007/PSCDL/2019

July 2019

Puducherry Smart City Development Limited

Puducherry



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1 General Conditions of Contract

1.1 Security Deposit

All compensation or other sums of money payable by the Concessionaire to PSCDL under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Concessionaire by PSCDL on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Concessionaire shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized Bank is furnished by the Concessionaire to PSCDL, as part of the Security Deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Concessionaire and the Concessionaire shall forthwith, on demand, furnish additional security to PSCDL to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Concessionaire, and the payment, under the Guarantee Bond by the bank to PSCDL shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from PSCDL stating that the amount claimed is required to meet the recoveries due or likely to be due from the Concessionaire.

The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire. The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in-Charge which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Concessionaire,



PSCDL will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day. Authority is not concerned with any interest accruing to Concessionaire.

The Concessionaire on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. This will matter between the Bank and the Concessionaire

The Security deposit shall be forfeited in any of the following cases:

- a) If the successful Concessionaire modifies/ withdraws its Proposal
- b) If the Concessionaire withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- c) If the Concessionaire fails to sign the Agreement within specified time; or
- d) If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by PSCDL or
- e) If any information or document furnished by the Concessionaire turns out to be misleading or untrue in any material respect

1.2 Compensation for Delay

The time allowed for carrying out the work as entered in the proposal, shall be strictly observed by the Concessionaire. If the Concessionaire does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/Competent authority to debar him from taking part in future proposals for specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Concessionaire.

If all the docking stations are not commissioned in due period of the schedule given by the Concessionaire, then an extension of one more month shall be considered with LD of Rs 1000 per location per day and beyond that the project shall be scrapped with LD to be levied to the Concessionaire for total capital cost of the number of not-completed bicycle docking stations.



2 Extension of Time

If the Concessionaire shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion,(which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

3 Work to be Open to Inspection: Concessionaire to be Present:

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the PSCDL, and his subordinates and any other authorized agency of PSCDL and the Concessionaire shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of PSCDL to visit the works shall have been given to the Concessionaire , either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Concessionaire's agent shall be considered to have the same force as if they had been given to the Concessionaire himself.

4 Settlement of Disputes

4.1 Amicable Resolution

- a) Save where expressly stated contrary to this terms and conditions and the RFP, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth below.



- b) Either Party may require such Dispute to be referred to the Chairperson, PSCDL and the Chief Executive Officer/Partner of the Concessionaire for the time being, for amicable settlement. In respect of disputes of a technical nature the Parties may engage an Expert.

Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article below.

4.2 Arbitration

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Arbitration and Conciliation Act (Amendment Act),2015 and any statutory modification or re-enactment thereof.
- b) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- c) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof The Arbitration proceedings shall be held in Puducherry, India
- d) The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in Tamil/English language. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or



out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act 1996,. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- e) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Puducherry High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- f) Any letter, notice or other communications dispatched to Concessionaire relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Concessionaire shall be deemed to have been received by Concessionaire although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- g) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede.
- h) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- i) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- j) The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- k) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.



5 Definition of Engineer in Charge

The term “Engineer-in-charge” means Project Management Consultancy (PMC) or any designated person of PSCDL who shall supervise and be in charge of the work on behalf of PSCDL

6 Concessionaire to Adhere to Labour Laws/ Regulation

The Concessionaire shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Concessionaire, it shall be recoverable by the State from the Concessionaire under Sub Section (2) of the said section

- i. Registration under Tax, Labour Laws, Electrical Laws, etc
- ii. The Applicant should have a registered number of:
 - A. GST
 - B. Income Tax PAN;
- iii. The ESI & EPF registration as per Labour Laws;
- iv. Registration of other Labour Licenses, as applicable.

7 Cost of Execution of Work

The cost of all water supply, Electric connections, if necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Concessionaire on commercial rates, except where otherwise specifically indicated.

8 Fair Wage Clause.

- a) The Concessionaire shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by Authority, but Authority shall not be liable to pay anything extra for it. Explanation: “Fair Wage” means minimum wages for time or piece work, fixed or revised, under Minimum Wages Act, 1948 (Amended in 2015).
- b) The Concessionaire shall, notwithstanding the provisions of any contract to



the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his Sub-Concessionaire in connection with the said work as if the labourers have been immediately or directly employed by him.

- c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Concessionaire part of this agreement, the Concessionaire shall comply with or cause to be complied Authorities' Contract's Labour Regulations made, or that may be made by Authority, from time to time, in regard to payment of wages, wages period,
- d) deductions from wages, recovery of wages not paid, and unauthorized deductions,
- e) maintenance of wages registers, wage card, publication or scale of wages and other
- f) terms of employment, inspection and submission of periodical returns and other matters of a like nature.

The Engineer-in-charge shall have right to deduct from the security money due to the Concessionaire any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

- g) The Concessionaire shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Concessionaire.
- h) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

9 Safety Code

The Concessionaire shall follow the safety code (s) of Authority and as specified in special conditions of contract.



10 Retired Gazetted Officers Barred for 2 Years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in PSCDL or Government of Puducherry, is allowed to work as a Concessionaire for a period of 2 years of his retirement from Government service without the previous permission of PSCDL /Government of Puducherry. This contract is liable to be cancelled, if either the Concessionaire or any of his employees is found, at any time, to be such a person, who had not obtained the requisite permission, as aforesaid, before submission of the proposal or engagement in the Concessionaire's service, as the case may be.

11 Quality Control

Authority shall have the right to exercise proper Quality Control measures. The Concessionaire shall provide all assistance to conduct such tests.

12 Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

13 Jurisdiction of Court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings.

14 Operation and Maintenance

- a. The Concessionaire shall operate and maintain the Public Bicycle Sharing System in accordance with the RFP.
- b. The Concessionaire shall, during the Operations Period:
 - i. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facilities, to deal with the personnel deployed by PSCDL for monitoring proper operations and maintenance of the Project, consistent with requirements of the RFP, and to be responsible for all necessary exchange



- of information required pursuant to this Agreement.
- ii. Provide PSCDL access to their application software/platform for ensuring the real time monitoring of Bicycle sharing system.
 - iii. Provide exception reports in case of non-compliance with service level benchmarks or operational requirements.
- c. In the event, the Concessionaire has failed to operate and maintain the Public Bicycle Sharing System in accordance with the RFP, and such failure has not been remedied despite a notice to that effect issued by the PSCDL (“Notice to Remedy”), PSCDL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Public Bicycle Sharing System at the risk and cost of the Concessionaire.
 - d. The Concessionaire shall reimburse one and half times the costs incurred by PSCDL on account of such repair and maintenance within 7 days of receipt of PSCDL’ claim therefor
 - e. The Concessionaire shall be deemed to be in material breach of requirements of the RFP, if PSCDL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire;
 - f. The maintenance of the Public Bicycle Sharing System or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;
 - g. There has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the Public Bicycle Sharing System or any part thereof is not safe for operations.
 - h. Upon occurrence of a Material Breach of requirements of the RFP, PSCDL shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this agreement.



15 SPECIAL CONDITIONS OF CONTRACT

15.1 Communication Between PSCDL and Concessionaire

Address for Communication: Notices with legal and contractual issues shall be addressed to the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001

All certificates, notices given by the Concessionaire under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001

All certificates, notices or instructions to be given to the Concessionaire by the Authority under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Concessionaires principal address or the addresses as the Concessionaire shall indicate for this purpose only. It shall be essential for the Concessionaire to obtain a receipt of authorized officer otherwise the notice shall be treated as “null and void”.

15.2 Contract

The works described in this proposal document is considered to be a Public Private Partnership (PPP) work. The Concessionaire(s) shall be responsible for Designing, financing, Build, installing, operating and maintaining of Public Bicycle Sharing System at Public Places through Public Private Partnership (PPP) at given study boundary where installations are done, monitoring reporting-repair and testing of all installations done/supplied made by them during the contract period including defect liability period as defined in these proposal document

15.3 Priority of contract

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another. In case of discrepancies they shall be explained and adjusted by the Engineer in charge. The priority of the contract documents shall be as follows :

- I. Letter of award
- II. Concession Agreement
- III. Special conditions of Contract
- IV. General conditions of Contract



- V. Instructions to Bidders
- VI. Scope of work and Technical specifications
- VII. Financial Bid
- VIII. All other documents in the Technical Bid

15.4 Agreement

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of **Rs. 200** or as revised by PSCDL on the date of agreement, with the any other officer authorized by PSCDL within a period of 30 days of the date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Concessionaire. The Successful shall submit following documents with proposal/agreement. However, where the delay in execution of agreement on bonafied grounds, PSCDL can condone such delay. The firm shall submit following documents with proposal/agreement.

- i. All pages of the RFP document//letter of acceptance copy including amendment and terms & conditions of the NIT duly signed.
- ii. Notarized copy of Article of Associations and Memorandum/ Partnership deed (if not provided with proposal).
- iii. In case of partnership firm, notarized copy of registration certificate issue by registrar of firms
- iv. Notarized copy of power of attorney to authorized signatory to execute agreement and copy of resolution of directors of board (in case of limited company). Power of Attorney should be signed by all partners in case of partnership firm (if not provided with proposal).
- v. Copy of valid GST clearance certificate attested by notary public valid at the time of opening of first envelope (if not provided with proposal).
- vi. Copies of list of fixed assets and balance sheet duly notarized (if not provided with proposal) for the latest preceding financial year for which returns have been submitted.
- vii. If the bid is submitted by a consortium/group of firms, that is, Joint Venture (maximum Two firms (Lead member + 1 Other Members) the sponsoring firm, shall submit complete information required in the forms pertaining to



each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Form-I) shall be submitted along with the Tender

- viii. The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.

15.5 Joint Venture Consortium (JV)

Joint venture consortium of Maximum Two firms/ members / companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

- (a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 15%.
- (b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note: In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose In joint venture consortium the lead partner shall only be an Indian citizen Indian partnership firm or Indian private/ public limited company.

- (c) The individual members who join in JV shall have to give an undertaking that



they will maintain status-quo till the completion of the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs 100. Duly signed by authorized signatory, which shall be notarized

- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned
- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners
- (f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and
- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive



- (j) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than minimum qualifying criteria worked out in proportionate to their financial stakes in the JV
- (k) In case of physical criteria, either of the JV members shall meet the qualifying requirement in any single completed project without taking into account their financial stake in the JV agreement.
- (l) Each JV member shall have required registration certificate, solvency certificate, existence of company as per tender requirement. Each member shall satisfy these requirements separately.
- (m) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- (n) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- (o) The JV partners shall also need to be registered anywhere in India.

15.6 Monthly Reports

Monthly progress reports shall be prepared by the Concessionaire and submitted to the PSCDL. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within five working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation period. Each report shall include the following but shall not be limited to:

- i. Installation Reports for the work done in last month.
- ii. Proposed locations where the installations are proposed in next month.



- iii. Photographs of typical installation in field.
- iv. Inspections, tests reports.
- v. Copies of quality assurance documents, test results.
- vi. Comparisons of actual and planned progress, with the details of any events or circumstances which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome delays.

The reporting format shall be developed by the Concessionaire in consultation with the Engineer-in-charge (and consultants appointed if any) within 10 days of commencement. In consultation with Authority, the report format may evolve as required during the course of execution

15.7 Meetings

Meetings shall be held in the office of Engineer-in-Charge or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least two days in advance. It is required that a decision-maker of the Concessionaire is present at the meetings so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed.

- i. Progress of the work, difficulties
- ii. Revision of time schedule
- iii. Payment issues
- iv. Disputes
- v. Claims

15.8 Concessionaire's Representative

The Concessionaire shall appoint the Concessionaire's representative in consultation with the PSCDL and shall give them all authority necessary to act on the Concessionaire's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work. The Concessionaire shall not, without the prior consent of the PSCDL, revoke the appointment of the Concessionaire's representative or appoint a replacement. The Concessionaire's representative shall, on behalf of the Concessionaire, receive



instructions. The Concessionaire's representative may delegate any powers, functions, and authority to any person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the PSCDL has received prior notice signed by the Concessionaire's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

15.9 The Safety Procedures

The Concessionaire shall:

- i. Comply with all applicable safety regulations,
- ii. Take care for the safety of all person's entitled to be on the site,
- iii. Choose reasonable efforts to keep the site and work clear of Unnecessary obstruction so as to avoid danger to these persons,
- iv. Provide any temporary works (including road ways, foot ways, guards and fences) which may be necessary, because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

15.10 Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Concessionaire shall institute a quality assurance system to demonstrate compliance with requirements of the RFP. The system shall be in accordance with the details stated in the contract and the quality assurance program will be got approved from the competent authority. PSCDL shall be entitled to audit any aspect of the system.

Compliance with the quality assurance system shall not relieve the Concessionaire of any of his duties, obligations or responsibilities under the contract.

15.11 Unforeseeable Difficulties

- i. The Concessionaire shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- ii. By signing the contract, the Concessionaire accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work and



- iii. The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

15.12 Right of Way and Facilities

The required Right of Way shall be provided to the Concessionaire as per the approved Drawing (Plan) and in accordance with their Construction Programme. The Concessionaire shall bear all costs and charges for special and/or temporary rights of way, which he may require, including those for access to the site. The Concessionaire shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.

15.13 Avoidance of Interference

The Concessionaire shall not interfere unnecessarily or improperly with:

- i. The convenience of the public, or
- ii. In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possession, of the PSCDL or others.

The Concessionaire shall indemnify and hold the PSCDL free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Concessionaire during the period of the concession

15.14 Security of Site

Unless otherwise stated in particular conditions:

- i. The Concessionaire shall be responsible for keeping unauthorized persons off the site offices, campus etc. within the scope of work and
- ii. Authorized person's shall be limited to the Concessionaire personnel and the PSCDL's personnel; and to any other personnel notified to the Concessionaire, by (or on behalf of) the PSCDL

15.15 Concessionaire's operations On-Site

The Concessionaire shall confine his operations to the site, and to any additional areas which may be obtained by the Concessionaire and agreed by the PSCDL as working areas The Concessionaire shall take all necessary precautions to keep Concessionaire's equipment and Concessionaire personnel within the site and



these additional areas, and to keep them off adjacent land. The Concessionaire shall keep the site free from all unnecessary obstruction and shall not store or dispose of any Concessionaire's equipment or surplus materials. The Concessionaire shall clear away and remove from the site any wreckage, rubbish and temporary works which are no longer required.

15.16 Refund of Security Deposit

The security deposit submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

15.17 Operation and Maintenance Manuals

Prior to the commencement of the tests on completion, the Concessionaire shall supply to the PSCDL provisional operation & maintenance manuals in sufficient detail as specified in Vol. II of the RFP. The work shall not be considered to be completed for the purposes of completion of works until the PSCDL has received final operation & maintenance manuals in such detail.

15.18 Performance Guarantee of Services

The bidder shall guarantee that the services shall comply with the agreed requirements and that the units installed will operate satisfactory at the time of commissioning and thereafter during period and also at that time of handing over, with the desired performance level.

15.19 Bank Guarantee Against Performance of Contract

(Performance Guarantee)

Bidder has to provide contract performance guarantee in the form of Bank guarantee as mentioned in Contract.



15.20 Forfeiture of Performance Security

Security amount in full or part may be forfeited in the following cases:-

- a) When any terms and conditions of the contract is breached.
- b) When the Applicant fails to make complete work/ O&M satisfactorily.

15.21 Change in Consortium of Firm

- a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the PSCDL within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.
- b) No new partner/partners shall be accepted in the firm/company by the Applicant in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the PSCDL on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract

15.22 Repudiation of Contract

The contract for Public bicycle sharing can be repudiated at anytime by the PSCDL after giving an opportunity to the Concessionaire of being heard, if the work is not completed or maintained to its satisfaction. The reasons for repudiation shall be recorded by the PSCDL.

15.23 Legal Proceeding

All Legal proceedings, if necessary arises to institute may by any of the parties (Government or Concessionaire) shall have to be lodged in Court situated in Puducherry and not elsewhere.

15.24 Failure of Breach of Contract

In case of breach of the contract, full/part of Performance guarantee can be forfeited and the action against defaulting firms may be taken like Black listing, suspension of business, banning of business etc. along with termination of the contract by PSCDL, without any compensation to the Concessionaire.



15.25 Termination

15.26 Concessionaire's default

The PSCDL shall be entitled to terminate this Contract for the following reasons attributable to the Bidder, unless arising as a result of a Force Majeure Event

- a) Non-performance of material obligations or failure to perform under this Contract
- b) Not providing timely repairs and maintenance and redistribution resulting in non-functioning the public bicycle sharing system
- c) Repeated non-performance even after giving notices.

15.27 Consequences of termination by PSCDL

If the PSCDL, with reasonable grounds, terminates the contract under Clause 15.26 above, the Security Deposit, and any other sums of the Concessionaire with the PSCDL, shall be forfeited and action shall be taken against him as per General Conditions of Contract, if deemed appropriate

15.28 Indemnification

The Concessionaire to indemnify the PSCDL against the following:

- a) The Concessionaire shall at its own expense make good any physical loss or damage to the units occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow Good Engineering Practices of the Concessionaire,
- b) The Bidder shall indemnify, defend and hold harmless the PSCDL and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:
 - i. Any breach by the Concessionaire of its obligations hereunder
 - ii. Any negligent act or omission on the part of the Concessionaire, its sub



Concessionaires or their respective agents or employees, and

- iii. Any willful misconduct or breach of statutory duty on the part of the Bidder, its sub Concessionaires or their respective agents and employees.
- iv. Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance

16 General Requirements

- a) The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- b) If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- c) The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the Tender document.
- d) The Concessionaire shall be responsible for the operations and maintenance as per the terms set out in the Tender document.
- e) If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project; such changes shall be carried out without any cost. The quantities of hardware and software items if any as mentioned in this Tender document are indicative.
- f) **LOST PROFITS/CONSEQUENTIAL DAMAGES:** In no event shall either party be liable for any lost profits or consequential damages arising out of or relating to this Agreement.

16.1 Ownership

PSCDL shall have an absolute & exclusive right/title/interest in the cycle docking station lot/area/bay used by the Concessionaire for parking facilities and in no way shall the user of such property for cycle parking purposes imply of granting any title or ownership to the Concessionaire.



17 Administrative Guidelines

- a) This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. PSCDL is particular about safeguarding the aesthetics and regulatory norms of Puducherry and expects the Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key PSCDL requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:
- b) PSCDL reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
- c) Any civil and architectural work or structural changes required while implementation should go through proper approvals from PSCDL. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of PSCDL based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee and submit the revised plan for approval to PSCDL. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by PSCDL.
- d) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. PSCDL will extend assistance in getting the requisite permission from statutory bodies in this regard.
- e) The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- f) The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration work with their own cost.
- g) The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.



- h) The Concessionaire would also be required to maintain a centralized Helpdesk monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, PSCDL and public.
- i) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the Tender document. The Concessionaire shall ensure that the products procured are of the OEM (Original Equipment Manufacturer) proposed in the bid. The material shall be checked/ validated/ audited through agency identified by PSCDL, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to PSCDL before installation.

18 Operation and Maintenance (O&M) Guidelines

The Concessionaire shall follow the following Operation and Maintenance guidelines:

- a) The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by PSCDL, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance cycle parking enforcement's and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation and more which would be some of the key functionalities for the project operational characteristics.
- b) Concessionaire will be responsible to deploy on-field and off-field (but on-site at PSCDL) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of seven years. The Concessionaire has to manage all cycle docking stations and assist the users till they get familiarized with the operation.
- c) The Central Control Center will be hosted and operated at premises provided by PSCDL(if available). Concessionaire will operate and maintain all equipment installed at Data Centre. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the



Concessionaire.

- d) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, CCTVs, LED signages, cycle sensors and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of seven years from the date of signing of concession agreement and handing over of Cycle docking stations to the Concessionaire. The Concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals, both on field and inside the Central Control Centre throughout the concession period.
- e) The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
- f) The team shall also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate monitoring reports.
- g) The team shall be required to take regular backup of the application data as per the frequency defined by PSCDL. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
- h) The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools. The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Concessionaire are referred, referenced, reviewed and maintained up-to-date at all times.
- i) All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Concession Agreement.
- j) PSCDL reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the Tender document.



- k) After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- l) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

19 Passive Cabling Guidelines

- a) The Concessionaire is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling should be governed by a set of standards that specify wiring data centers, offices, and other buildings for data or voice communications, using fiber cables, category 5 (CAT 5E), category 6 (CAT 6), category 6A (CAT 6A) and modular sockets will be used as per requirement of data transfer. All material used shall be conforming to relevant ISO Standards.
- b) The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

20 No nuisance clause

The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.

21 Work Hindrance due to restrictions

- c) In the event of any restrictions being imposed by the PSCDL, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-
- d) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
- e) The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;



- f) The Concessionaire shall be responsible for behaviour and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
- g) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the PSCDL;
- h) The Concessionaire shall be responsible for the conduct and behaviour of its workers employed for the work;
- i) The PSCDL shall have the right to have any person removed who is considered unacceptable due to the reasons of security, efficiency, conduct and the likes. Similarly, Concessionaire reserves the right to change the staff as per its requirement;
- j) The PSCDL shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

22 Loss and Theft of Property

- a) The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of Tender document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then PSCDL will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

22.1 Punitive Clause

22.1.1 LD for delay

PSCDL will impose LD on the Concessionaire for not meeting the post Implementation Service Level Agreements (SLAs) . This would be supported by the respective facts and figures. The quantum of fine would be decided on case to case by PSCDL.

SLAs during implementation: These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable from the day of commissioning of the project.



22.1.2 Other penalties

- a) It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Puducherry of Puducherry, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. LD would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches.
- b) The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
 - i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of PSCDL.
 - ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
 - iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.
- c) For any of the breach for the above-mentioned category, a LD would be levied on the Concessionaire for every instance of occurrence and if not responded within the agreed timeline and response time, then PSCDL has the right to take necessary action. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event.
- d) Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

22.1.3 No Penalty Clause

- a) Penalties shall not be levied on the Concessionaire in the following cases:
 - i. In case of a force majeure event affecting the SLA which is beyond the control



of the Concessionaire, Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this Tender document.

- ii. Theft cases by default/ vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance and other safe measures as required to maintain the desired required SLA.

23 Events of Default and Termination

23.1.1 Events of Default

Any of the following events shall constitute an event of default.

- a) The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay complete implementation of the scope of work defined in this Tender document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of the cycle parking lots;
- b) The Concessionaire has failed to complete implementation of the scope of work defined in this Tender document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of the cycle parking lots;
- c) The Concessionaire is in Material Breach of O&M Requirements;
- d) Any representation made or warranties given by the Concessionaire under this Tender document is found to be false or misleading;
- e) The Concessionaire has created any Encumbrance on the Project Site in favour of any Person, as otherwise expressly permitted under this Tender document;
- f) The Concessionaire has failed to ensure minimum shareholding requirements.
- g) A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- h) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of PSCDL, provided that, as part of such



amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Tender document, and provided further that:

- i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Tender document;
- j) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Tender document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and Tender document remains in full force and effect.
- k) The Concessionaire has abandoned the Project Facilities.
- l) The Concessionaire has repudiated this Tender document or has otherwise expressed an intention not to be bound by this Tender document.
- m) The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- n) The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this Tender document.
- o) The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
- p) The Concessionaire reporting bankruptcy to the PSCDL, or any appropriate statutory forum.
- q) If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the PSCDL or is convicted by any orders of the Court.
- r) If the PSCDL has a reason to believe that the Public Bicycle sharing contract has been transferred/sold or in any way alienated to any third party or that the cycle parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such cycle parking space.
- s) If the Concessionaire makes any encroachment on the public land.



- t) If the cycle parking station is used in such a way that it obstructs the passage for the pedestrian traffic.
- u) If the cycle Dock is used for any purpose other than parking of cycles.
- v) If the Concessionaire obstructs the entry of Chairperson/ Commissioner/Deputy Commissioner/project engineers of the PSCDL or any other Officer authorized by him/her.
- w) If the Concessionaire obstructs the entry of any elected representatives of the Indian Federal System governing the PSCDL and their respective officers authorized by him/her.
- x) If the Concessionaire does not resolve the complaints of the vehicle owners/PSCDL within the reasonable time.
- y) If the Concessionaire puts up any super-structure in contravention of the terms & conditions.



Request for Proposal For Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City

Volume IV: Financial Bid



RFP for Public Bicycle sharing on PPP Mode

Tender No: 007/PSCDL/2019

July 2019

**Puducherry Smart City Development Limited
Puducherry**



Financial Bid for Seven Years

Annexure B

Format for Financial Bid

The Bidder will have to submit the financial bid in the Excel format through online portal. The format will be the same as given below.

Subject: Setting up of Public Bicycle Sharing including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City.		
Description of the Item	The Bidder should Quote 'License Fee' per Bicycle per year for Normal Bicycle and Electric Bicycle which will be approximately in 70:30 ratio. Highest total amount quoted per year shall be considered as Highest Evaluated Revenue (HEC) in financial evaluation criteria.	
	License Fee	
	Electric Bicycle	Normal Bicycle
A	B	C
Quoted 'License Fee' per Bicycle per year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
No of Bicycle (Min)	62	146
Total Amount Per Year		
Grand Total Amount per year (Phase-1) {EC}		

1 The above offer has to be quoted after considering the below:

- I. In column B& C, the bidder has to quote the License Fees to be paid by bidder to the PSCDL per electric and normal bicycle per year.
- II. License Fees is offered after considering the all the capital and O&M cost that would incur to meet the specifications as defined in RFP
- III. Capital cost is assessed for initially and subsequently years during the concession period of 7 year and after considering the replacement of Bicycles on 3.5th year or before as per the project requirement and other up gradation of stations /docks /terminal etc. require for fulfilling the service level indicators during the concession period.
- IV. The bidder shall quote the License Fees in the format above after considering all the taxes , services taxes, duties, and any other liabilities during the concession period and the concessionaire will be sole



responsible for all liabilities of this project. Any revision or enforcement of taxes, duties etc. have to be borne by the bidder.

- V. The above offer rates by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The bidders shall include all duties, taxes, services, EPF, Insurance, ESI and other levies etc. Nothing extra shall be paid by PSCDL.
- VI. Payment will be made per Bicycle(Electric/Non electric) per quarter = license fees per electric Bicycle per year offer in column B & C above divided by Four (4) (Rounded off to nearest Rupee)

VII. Evaluation Methodology

- a) Commercial Bids of only top bidders who have obtained 70 % (Seventy percentage) or above marks in the technical bid evaluation process will be opened.
- b) Financial score for revenue sharing as licence fees per bicycle per year will be calculated.
- c) The Highest revenue sharing proposal {HEC} should be given a financial score of 100 points. The financial scores of other proposals should be determined proportionately.

Formula:

Total points **$(H-1) = T(w) \times T(s) + F(w) \times F(s)$** ,

where

T (w) stands for weight of the technical score. (70%)

T (s) stands for technical score

F (w) stands for weight of the financial proposal. (30%).

F(s) stands for Financial score

$F(s) = \{(EC/HEC) * 100\}$

EC stands for Evaluated Revenue of the financial proposal

HEC stands for Highest Evaluated Revenue of the financial proposal

{Bidder Quoted Highest Revenue will get Score (Marks) $F(s) = 100$ }