

ENGAGEMENT OF SERVICE PROVIDER FOR
INSTALLATION AND OPERATION OF
CYCLE SHARING SYSTEM IN GUWAHATI
ON PPP MODEL

Ref. No.: GMDA/GEN/85/2015/173
Date: 19.02.2020

Chief Executive Officer
Guwahati Metropolitan Development Authority
Guwahati, Assam

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NOTICE INVITING TENDER (NIT)

No: GMDA/GEN/84/2015/173

Dated: 19/02/2020

The Guwahati Metropolitan Development Authority (GMDA) invites Request for Proposal from the prospective bidders for 'Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model'. The terms of the services will be 5 years. Brief schedule of bidding activities is as below:

Description	Details and Dates
Name of the Project	Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model
Cost of bid document (non-refundable)	Rs. 2,000/- (Rs. Two Thousand only)
Earnest Money Deposit (EMD)	Rs. 7,00,000/- (Rs. Seven Lakh only)
RFP will be available on E-Tendering Portal from	20/02/2020
Last date for sending pre-bid queries	24/02/2020 before 16:00 HRS
Date, time and place of pre-bid meeting	27/02/2020 at 11:00 HRS at: GMDA, 1 st Floor, STATFED Building, GMCH Road, Bhangagarh, Guwahati-05
Last date of submission of bids	12/03/2020 12:00 HRS.
Date and time for opening of Technical Proposals	12/03/2020 14:00 HRS
Date and time for opening Financial Proposals	Will be intimated later to the qualified bidders

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from the websites www.gmda.assam.gov.in & www.assamtenders.gov.in. Interested eligible applicants may obtain further information from undersigned office. The project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional bids will not be accepted. GMDA has right to accept/reject any bid without assigning any reason. GMDA reserves all rights to reject whole or part of the proposal, all or any proposal and to modify the terms and conditions.

Chief Executive Officer
Guwahati Metropolitan Development Authority

Disclaimer

The Guwahati Metropolitan Development Authority has prepared this Request for Proposal (RFP) to install and operate cycle sharing system in Guwahati. The RFP is a detailed document which specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the cycle sharing system. GMDA has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GMDA or any of its authorities or agencies nor any of their representative officers, employees, agents or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

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

Definitions

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

‘Authority’ shall mean Guwahati Metropolitan Development Authority

‘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.

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

‘Collection’ or ‘Fare Collection’ is a set of processes designed for the reception, consolidation, transportation, and deposit of the money derived from the initialisation, charge and sale of the means of payments in the Cycle Sharing System.

‘Commencement Date’ means the date stipulated by GMDA, for commencement of the Cycle Sharing System by the Service Provider under the Contract Agreement and shall not later than 6 months from the date of signing the Contract Agreement.

‘Consortium’ shall mean an association of entities/firms formed especially for the purpose of bidding for this RFP.

‘Contract’ shall refer to the Contract Agreement entered between GMDA and the Successful Bidder

‘Contract Agreement’ or ‘Service Provider Agreement’ shall mean the Agreement including, without limitation, any and all Annexures thereto which will be entered into between GMDA and the Service Provider through which GMDA will grant the rights to the Service Provider to procure, install, operate and maintain the Guwahati Cycle Sharing System during the period of the Contract Agreement.

‘Contract Period’ is the time from the date of signing of Contract Agreement to the last date of validity of the Contract Agreement.

‘Central Control System’ shall mean the central facility of the Cycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Cycle Sharing System as well as from users, agents, employees, and Service Providers.

'Cycle Sharing System' means a type of personal transport system consisting of a network of cycles and stations in which a user can check out a cycle from any station using IT systems and automated means and return the cycle to same or any other station within the system and in which information is tracked in real-time using information technology mechanism. It refers to the hardware, software, assets and premises associated with this RFP for Guwahati that is being implemented by GMDA in various phases unless otherwise specified.

'Cycle' shall mean a Cycle or Bicycle (a non-motorized vehicle) that meets the Technical Specifications described in this RFP and is to be procured, operated and maintained as part of the Cycle Sharing System by the Service Provider in accordance with the terms of this RFP.

'Dock' or 'Stand' shall mean a physical unit that is a part of the Station infrastructure for the purpose of securely parking the cycle at the station when the cycle is not in use. The purpose of a dock/stand is to keep cycle in upright position and securely hold it while it is parked and not in use.

'Fleet' shall refer to the number of cycles that are procured for use in the Cycle Sharing System in accordance with the provisions of this document.

'GMDA' shall mean Guwahati Metropolitan Development Authority

'GMDA Representative' means any person duly authorised by GMDA for the purpose of this RFP.

'Maintenance Workshop' is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning and parking of cycles for the Cycle Sharing System. The maintenance workshop may be included with the Control Centre or at different location.

'Membership' means an agreement between the Service Provider and a customer/user for a specified period of time in which the customer/user gains access to use the Cycle Sharing System.

'Member' means a customer/user who has entered a membership agreement with the Service Provider or availed the membership for using the system electronically.

'Payment Period' is the period for which an invoice has been submitted towards the services provided by the Service Provider for the Cycle Sharing System.

'Project Asset(s)' shall mean cycles, stations, maintenance workshop and other facilities created as a part of the Cycle Sharing System.

'Redistribution' is the activity of a Cycle/Cycles being moved by the Service Provider from station to station or station to workshop using a redistribution vehicle.

'RFP and RFP Document' means the Request for Proposals and refers to this document.

'Ride' is a trip taken by a customer/user of the Cycle Sharing System in which a Cycle is checked out from one station and returned to another or same station.

'Service Provider' shall mean the Successful Bidder who won the bidding process of this RFP and to whom a Letter of Acceptance is issued and Contract Agreement to operate the Cycle Sharing System is entered with.

'Station/Docking Station' means a physical unit with docks/stands where users can rent and return cycles and avail the system information that meets the Technical Specifications described in this RFP.

'Standby Cycles' shall mean the number of additional cycles that the Service Provider shall keep within the system in order to cater for the replacements owing to damage/vandalism/theft and to ensure that the size of the total fleet in operations is equal to the Fleet as specified by GMDA in the Contract Agreement.

'Training and Testing Period'/ Trial Period is the period preceding the Commercial Operations Date/Formal Launch, during which the Service Provider shall demonstrate the functionality of the Cycle Sharing System and test the system for technical glitches to rectify them before start of commercial operations.

'Vandalism' shall refer to the act of destruction or damage to the system asset(s) deliberately or on purpose.

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.

1. Introduction

The State of Assam is implementing projects of non-motorised transport (NMT) under AMRUT mission of Government of India, under which a project of implementing Cycle Sharing System in Guwahati has been proposed. The Guwahati Metropolitan Development Authority (GMDA) is the nodal agency for implementing the project of non-motorised transport. Accordingly, it is planned to introduce Cycle Sharing System to provide a low-cost, environment friendly mobility option for city residents. Cycle Sharing is a flexible system of personalised public transport. Cycles are available on a closely spaced network of stations. Users can check-out cycles from one station and return them to same of any other station in the network.

Cycle Sharing System is a key element in a cities strategy to expand the use of sustainable transport modes and promote use of non-motorised transport. Cycle sharing is also expected to boost the use of public transport by providing a solution to the last-mile connectivity problem. The system can be integrated with other existing transport systems through location of its stations and IT systems. By encouraging a shift to sustainable modes, the Cycle Sharing System reduces dependency on automobiles, reduce traffic congestion, vehicle emissions, and demand for parking. In addition, the system also provides health and wellness benefits to its users. Finally, the system supports the transformation of streets to create an environment where pedestrians and cyclists feel safe and comfortable.

It is presumed that the proposed Phase-1 of the Cycle Sharing System would commence with at least 300 Cycles and 30 stations to begin with. The project has to be implemented by the service provider within a time period of 12 months from the date of signing the contract agreement. The number of cycles and/or stations can be increased with mutual consent of GMDA and service provider to cater for future phases through separate contract agreement.

The Guwahati Cycle Sharing System is envisioned for pan city implementation but in a phased manner. To begin with, it is proposed to implement a pilot project as Phase-1 within campus of Guwahati University, Assam Engineering College and the Assam State Zoo. The Guwahati University and the Assam Engineering College are one of the esteemed educational institutions located in the Jalukbari area of Guwahati City. The institutions are spread across an area of more than 700 acres having a small hilly area with green zone within. An internal road of length about 3 kms. is a connecting link between both the institutions. The Guwahati University has two main gates used for entry and exit purpose located on its main road of length about 1.5 kms. Security guards are stations at these gates and the entry of civilian motorized traffic is generally restricted. More than 2,000 students reside in the hostels inside the campus area of both these institutions. In addition, there are staff quarters also located inside the campus area. It is presumed that at least 7 stations and 70 cycles will be required for the Assam Engineering College area and about 20 stations and 200 cycles will be required within Guwahati University campus. 30 cycles and 3 stations shall be required in the Assam State Zoo where the cycles will be picked up by users from the main gate and dropped back at the same location after use for hourly rentals. The Zoo has about 8 lakh visitors a year. Thus, the pilot project is planned for these three areas in Guwahati. The subsequent or next future phases may planned and implemented based on the success and user acceptance of the pilot project.

GMDA hereby requests interested agencies to respond to this call for Request for Proposal towards development, design, procurement, installation, operation and maintenance of the Cycle Sharing System in the city of Guwahati. The terms and conditions of the project would be as detailed below:

a. The Total Cost of the project, which is determined by the Service Provider's offer in the financial bid component of the competitive bidding process, will be paid to the Service Provider upon completion of complete delivery and installation with successful testing and commissioning and will be based on the timelines that is specified by GMDA. The Total Cost bid should be capped at Rs. 3.74 Crores. That is the total cost bid amount should be less than or equal to Rs. 3.74 Crores and should be inclusive of all taxes. This total cost also includes a cost towards painting a Cycle Track on Guwahati University main road and installation of User Information Sign Boards at requisite spots. The combined cost of painting a Cycle Track on Guwahati University main road and the cost of installation of User Information Sign Boards is estimated to be Rs. 45 lakhs (excluding taxes). The details for painting the Cycle Track on Guwahati University main road and installing User Information Sign Boards are mentioned in the Annexure- M of this RFP.

b. The Operation & Maintenance Contract will be for a period of 5 years. During this period, the Service Provider is entitled to:

- **Fare Box Revenue:** The Service Provider will be given rights to collect user charge, sponsorship etc. for the usage of the system.
- **Advertisement Revenue:** The Service Provider will be given the rights to sell advertisement space on the stations.
- **System Sponsorship:** The Service Provider may also sell sponsorship contract to a single entity. The sponsorship contract will be limited to the space on cycles (fenders only). It is mandatory that Service Provider avails a single entity sponsorship in order to maintain uniformity in cycle graphics and appearance.
- **Cycling Events:** The Service Provider will be given the rights to conduct Cycling Events at their cost. The profits made from such events will be retained by the Service Provider and be used to further publicize and promote the system.
- **CSR Funding:** The Service Provider shall also be given the rights to tap CSR funding from private organisations.

c. The Service Provider is required to bear entire O&M costs and all associated expense towards successful implementation of this project throughout the contract period. GMDA shall not provide any other cost reimbursements to the Service Provider.

d. System Expansion: This RFP is invited for a pilot project under Phase-1 of the Guwahati Cycle Sharing System. Upon successful implementation of the pilot project and general acceptability by the users, it is assumed that the system might get good response overall and demand may arise to provide this system in other areas of the city. GMDA may plan for future phases of the system for implementation. In that case, the existing service provider may be given the first preference to implement future phases after negotiation with GMDA depending on its performance. However, a separate contract agreement will be done in that case.

e. Right of First Refusal: After completion of the Contract Period when a fresh Cycle Sharing System RFP is to be invited, the existing Service Provider would be given the **Right of First Refusal** to continue or discontinue its association with the Authority after mutual agreement and negotiations.

2. RFP Information/Data Sheet and Timelines

As per the NIT of RFP.

3. Scope of Work

The contract will be for design, procurement, installation, operation and maintenance of the cycle sharing system in the city of Guwahati, Assam. Service provider needs to provide integrated and innovative solutions for the Guwahati Cycle Sharing System, including all the hardware, software and system solutions along with operation and maintenance of the system throughout the contract period. The O&M contract will be granted for a period of 5 years, at the end of the 5 year period, if GMDA is satisfied with the services provided, the contract may be extended up to 2 more years with mutual consent between GMDA and the Service Provider. The Service Provider's scope of work includes, but not limited to the following:

3.1 Planning and Installation

3.1.1 System Planning

The Service Provider in consultation with GMDA, Guwahati University and Assam Engineering College, Assam State Zoo and other related stakeholders shall plan for the system including location of the stations, number of cycles to be provided at each station, fare structure etc. for phase-1 pilot project. The Service Provider shall conduct activities not limited to:

- Evaluating the station location and sizes
- Conduct public outreach and location surveys to evaluate the demand
- Make recommendations on location and size of each station.
- Service Provider shall submit a system operations plan indicating station locations, sizing, number of cycles at each station for the pilot project Phase-1.
- The Service Provider shall prepare and submit a detailed system operations plan including station locations, sizing, number of cycles to be provided, system operations time, re-distribution route and mechanism/timings etc. In this report, the Service Provider shall also submit any other recommendations it feels so.

3.1.2 System Installation Plans

The Service Provider will conduct site surveys and provide detail plan for entire pilot project Phase-1 including layout, positioning of the station, etc. The Service Provider shall seek approval from competent and concerned agencies/departments for the system operations and installation plan.

3.1.3 System Installation

The system installation will be divided into 3 parts:

Part-1: On-ground Testing:

A period of one (1) week will be granted where the components and systems are tried and tested by the Service Provider. During this period, the system need not be

open to the users. This period is used to ensure that once the system is launched, it will run without any operational glitches. During this period, the Service Provider should be able to demonstrate the real-time system operations and functionality to GMDA with at-least 10 stations and 100 cycles, a mobile App, workshop, user information, web portal, distribution mechanism, check-in/check-out mechanism etc.

Part-2: Training and Testing/Trial Period

A period of at least 2 (two) weeks will be granted before the formal launch of the system. The Service Provider is allowed to start the user registration and publicity campaign in this period, during which the Service Provider should actively engage with the users to make them understand the use of the system, the procedure of registration and availing membership/sponsorship schemes. This period will only commence when the on-ground testing has been successfully completed.

Part-3: Formal Launch of the System (Commencement Date):

Within 6 (six) months from the date of signing the Contract Agreement with GMDA the Service Provider should be able to formally launch the system. The contract period for O&M of the system shall begin from the day of complete launch of the system. The tentative installation schedule is shown below:

March-2020	April - May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.-2020
Signing of Contract Agreement	Mobilisation, site surveys, submission of reports and plans for approval of GMDA and finalisation of cycles, station design, branding, graphics, fare structure, marketing plan etc.	On-site installation of infrastructure including stations, workshop, central control system, signage, cycle track, procurement of cycles, redistribution vehicles, hiring manpower etc.		Testing/Trial Period, Pre-launch marketing and publicity activities, user registration & Formal Launch	On-site installation of infrastructure, procurement of remaining cycles, post-launch marketing and publicity activities.			Complete System Launch

3.2 Cycles

3.2.1 Technical Standards

The technical specifications for the Cycles should at least meet the ‘Minimum Specifications’ as given in Section 4 of the RFP document. The Service Provider is required to procure such equipment which is manufactured not earlier than 6 (six) months before the date of signing of the Contract Agreement with GMDA. The equipment shall have not been put to commercial use anywhere previous to the commencement of operations.

The Service Provider will require presenting a prototype Cycle to GMDA for inspection. GMDA will have the right to review all system hardware and software to ensure they meet all the required criteria. A prototype which may have features over and above the prescribed minimum standards will be also be accepted by GMDA.

Should GMDA find any discrepancy between the prototype and the technical specifications, the Service Provider will be given 10 (ten) days to propose a solution.

The final product will be subject to approval from GMDA. After receiving approval on the final product, the Service Provider may proceed to procure rest of the Cycles. The similar process is also to be adopted for Stations.

The Service Provider will also make suggestions on the colour scheme and graphics design and branding of the Cycles and Stations. These recommendations may be duly considered by GMDA. The final design, branding and graphics will be decided and approved by GMDA in consultation with other relevant stakeholders and authorities. No additional branding components of any kind may be added thereafter to the approved design without prior approval of GMDA.

3.2.2 Number of Cycles – Fleet

- The Service Provider shall procure the fleet as specified by GMDA for the pilot project Phase-1. Each of which shall comply with the technical standards as specified in the RFP documents.
- The Service Provider shall keep provision for Stand-by Cycles to ensure that the Available Fleet size as specified by GMDA is maintained.
- The fleet will be provided and maintained by the Service Provider as per the agreed timelines.
- A review of the actual fleet deployed and available fleet within the system will be triggered at any time by GMDA independently during the contract period.

3.3 Stations

3.3.1 Technical Specifications

Technical specifications for the stations are mentioned in the section 4 'Minimum Specifications' of this RFP document. The Service Provider installed/created infrastructure should guarantee at least 10 years of life. The Defect Liability Period (DLP) will be for the entire duration of the Contract Agreement during which the Service Provider is responsible for making correct, all defects arising in the infrastructure/assets created by the Service Provider for the Cycle Sharing System including all civil works, electrical works, IT systems, hardware, graphics, etc. The Service Provider shall procure such equipment's manufactured not earlier than 6 (six) months before the date of signing the Contract Agreement with GMDA. The equipment's shall not have been put to commercial use anywhere previous to the commencement of operations. The Service Provider is required to submit the station design plan to GMDA for finalization. This will include the design and the graphics, system branding, user information signage etc. The prototype which may have features over and above the prescribed minimum standards will be accepted. Should GMDA find any discrepancy between the prototype and the minimum required specifications, and then the Service Provider will have 10 (ten) days to propose a solution and rectify the design. The final design will be subject to approval of GMDA and concerned stakeholders. After receiving approval on the final design, the Service Provider shall proceed to manufacture/install the stations on site. It is mandatory to install logo of AMRUT Mission and GMDA on each station.

3.3.2 Minimum Hours of Operation

The system should run for a period of at least 14 hours daily. If the Service Provider decides to operate for more hours, that should be pre-approved from GMDA and other stakeholders. If the Service Provider decides to plan hours of operations according to seasonal variations, that has to be pre-approved from GMDA.

3.3.3 Number of Stations

It is presumed that minimum 30 stations may be required to be installed by the Service Provider. However the number and sizing of the station may vary as per site conditions. i.e. 2 or more stations can be combined together to create a large station accommodating more cycles as per the demand of the location. Each station should comply with the minimum specifications as specified in section 4 of this RFP document.

3.3.4 Number of Docks/Stands

The Service Provider shall provide sufficient number of docks/stands at each Station to ensure that the required number of cycles can be parked. The Service Provider shall maintain these docks/stands during the contract period.

3.4 Central Control System

The Service Provider should setup a Central Control system which can, on a real time basis monitor the operations of the system (all its components). The central control system provides the backbone of the system. The control system will constitute GMDA's single point of contact to enable GMDA coordinate with the Service Provider in the course of the day-to-day operation and management of the system. The Service Provider shall ensure that the Control Centre is adequately staffed by trained and qualified personnel and further that there is due coordination between the staff and the Service Provider and GMDA. The space required for setup of the control centre may be made available to the Service Provider.

3.5 Re-distribution

The Service Provider shall ensure that the Cycles are re-distributed on regular basis between stations to ensure that no station is either empty (without any cycles) or full (with no free dock/stand available) for an extended period of time. The Service Provider should procure adequate number of distribution vehicles which are used only for the purpose of cycle re-distribution across stations. These vehicles will also transfer the cycles requiring major maintenance to the workshop. It is preferred that the Service Provider adopts Electric Vehicles for re-distribution purpose. Cost of procuring redistribution vehicles is not to be included in the capital project cost.

3.6 Maintenance Workshop

Required space may be provided to the Service Provider for establishing a maintenance workshop for the purpose of repairing cycles, storing stand-by cycles, storage of tools and spares, equipment's etc. The Service Provider shall construct the required civil infrastructure as per its needs and maintain it during the entire contract period. The ownership of the premises will be with the concerned authority/department to whom the land belongs to.

3.7 User Registration

Registration is a necessary pre-condition to gain access to the Cycle Sharing System. All users are required to register with the system using appropriate mechanism. This reduces the chances of theft and vandalism and the Service Provider is able to track the user from its registration credentials.

3.8 Fare Collection System

The fare structure, security deposit, subscription fees, membership, usage fees etc. will be decided by the Service Provider in consultation with GMDA and other stakeholders. A representative fare structure and policy is presented in Annexure-C of this RFP document. No additional fees or charges will be collected by the Service Provider or its staff. Tipping or any exchange of money for preferential service is prohibited and any staff engaging in such a practice shall be disciplined accordingly. GMDA will take appropriate action if it receives any complaints regarding malpractices being done by the Service Provider. Cash transactions of any type are prohibited in system usage. The Service Provider shall revise the fare structure and related user charges, subscription fees in timely manner in its system (mobile app etc.) as and when approved by GMDA. The Service Provider shall make their suggestions to GMDA regarding deciding the policies and fare structure at certain time intervals after studying the system functionality and data generated.

3.9 User Information System

Service Provider needs to develop an integrated User Information for the system including web portal, mobile App, static and digital graphic, print media and social media. It is required that the Service Provider follows a constant and uniform colour scheme throughout the contract period, adopts and promotes the branding decided for the System.

3.10 Advertisement Space

The Service Provider will plan and design branding/advertising space on the Cycles and Stations as per the specifications and get it approved from GMDA. The rights of advertising, sponsorship, naming and branding rights associated with the system will remain with the Service Provider but GMDA will have the final right of approval on the same. The Advertisements will be in accordance to the Guidelines for Guwahati Outdoor Advertising Policy. The guidelines can be downloaded from the website of Guwahati Municipal Corporation, Guwahati Development Department, Government of Assam.

3.11 Marketing and Publicity

The Service Provider will be responsible for carrying out on-going marketing activities to promote use of the Cycle Sharing System and impart user education of the system. Before and after the commencement date, the Service Provider will carry out marketing and promotional activities and publicity activities to promote the system and increase membership and usage. The Service Provider shall make use of print media and social media for the purpose of publicity. It is required that the Service Provider hires an in-house resource to manage the Social Media Platforms like (Facebook, Twitter, Web-Portal etc.) for daily activities.

3.12 Human Resources

- The Service Provider will:
 - Engage trained professionals to operate the Cycle Sharing System
 - Hire adequate staff to ensure that scope of services as mentioned in this RFP document is met.

The Service Provider is required to submit the bio-data of all of its staff that will be engaged in the project from start till end of contract period.

3.13 Data

During the Contract Period, the Service Provider shall:

- make available all the data, pertaining to functionality of the project-real time that can be accessed by GMDA or its representatives. The real-time data shall be in such a format that the GMDA shall be able to evaluate the performance of the Service Provider against the SLA's set forth in this RFP document.
- shall not later than 10 (ten) days after the close of each month, furnish to the GMDA a monthly report stating in reasonable detail the condition of the Project including its compliance with SLA's. In Particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. These will also help GMDA to understand the system performance.
- The Service Provider shall not later than 14 (fourteen) days after the close of each quarter furnish to GMDA a quarterly report stating in reasonable detail the compliance with the SLA's and other details. This will include details of stations with lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service etc.
- GMDA may request the Service Provider for any additional information other than the real-time if needed.
- Service Provider needs to share a link of the dashboard with concerned stakeholders for reviewing system performance, as and when required.

3.14 Maintenance

The Service Provider needs to ensure that the Cycles and all other assets of the system are regularly maintained. It is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the infrastructure and the cycles. Cycles that require off-site and major maintenance to be done, should be taken to the workshop for repairs and be replaced with Cycles from stand-by fleet to ensure that the maintenance do not conflict with regular operations of the system and that the minimum required cycles in the fleet is not hampered. The Service Provider will immediately intimate the GMDA and other concerned stakeholder in events where major maintenance activities are required for larger fleet in case a major technical glitch is encountered in the hardware and software of the system. The Service Provider will apply corrective measures to make correct, any defects that are arising in the civil work infrastructure created by it for the system including stations, maintenance workshop, control centre, sign boards etc.

3.15 Legal

- The Service Provider shall bear all applicable national, state and local taxes on procurement of equipment's required for this system.
- The Service Provider shall bear all risk incurred on vandalism of the system including but not limited to cycles, stations, stands, and other components within the system, and loss of cycle (theft).
- The Service Provider shall bear all applicable insurance, including vehicles and other components of the system and passenger insurance if required under:
 - Any Financing Agreements of Laws of India
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

4. Minimum Specifications

4.1 Cycle

No.	Minimum Specifications
1	One-size fits all with step through frame
2	Visible difference of the Cycle from regular cycles in the market in terms of structure, material, design and graphics
3	Seat adjustable without any tools
4	Sturdy, light weight frame, integrated lock + kick stand
5	Front mounted basket having load carrying capacity up to 10 Kg.
6	The frame design should have areas/designated spaces where it is possible to display advertisements for system sponsorship
7	Simple reliable braking system, non-gearred cycles will be preferred, however a simple gear system may also be considered.
8	Rust and Graffiti resistant
9	Front and Rear mud guards with fenders
10	Enclosed mechanisms, chain guard is necessary.
11	Loud Bell, actuated by a thumb operated lever
12	Reflectors on front, sides and back.
13	Solid or puncture resistant tyres with wide profile recommended

4.2 Station

No.	Minimum Specifications
1	Modular design – easy to construct and de-construct such that it is easy and convenient to change the station location whenever required. Considerations of Earthquake Zone, Rainfall, Soil Stability and Wind Parameters for Guwahati should be made while designing the structure.
2	Installed in a manner that ensures safety of infrastructure and cycles. Provision of adequate lighting for better night time visibility. Use of LED lights is preferred.
3	Stations may have covered roof for protection of cycles from environmental effects of heat and rain.
4	Provision of space for display of graphical User Information in panels
5	Rust and Graffiti resistant design of docks/stands/locking posts and advertisement panels. Colour should be in uniformity with station elements. Separate docks/stands for each cycle. It should be easy to park and lock the cycle.
6	Design should integrate elements to display logo of GMDA, AMRUT Mission and Name of the Station. Colour scheme to be confirmed with GMDA.
7	Backlit Advertisement Panels in accordance with site requirements.
8	Standalone User Information Sign Boards to be integrated with the modular station design.
9	Station floor should be surface levelled, smooth texture and finish, hard surface, free from water logging, easy to clean.
10	The overall station structure should guarantee a life of minimum 10 years.

4.3 Central Control System

No.	Minimum Specifications
1	24x7 connected with all cycles, up and in running condition
2	Able to compile information at system level, station level and user level
3	Able to track the availability of cycles and docking space at each station within the system
4	Able to use the information about cycle and docking space availability to make decision on need for re-distribution
5	Able to provide real time information of the system to GMDA and other stakeholders as and when specified by means of dashboard access.
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	Daily maintenance of IT Systems (including hardware, software). Data rights to be finalised with GMDA during Contract Agreement.
9	Possible to scale up the system to cater for future expansion of the system including addition in the cycle fleet, creation of new stations, new areas etc.
10	System should auto-generate required reports in the mutually agreed format with GMDA. The Service Provider will generate the required reports and submit to GMDA in specified timeframe agreed in the Contract Agreement.
11	User Helpline numbers (call centre number) should be displayed and publicized wherever necessary.

4.4 System for Check-In/Check-Out

No.	Minimum Specifications
1	Simple and non-bulky design
2	GPRS enabled. Able to communicate real-time information to Control Centre for availability of cycles and docks at any given time across all stations.
3	Transmits information about user ID and time of check-in and check-out to the control centre.
4	A dockless cycle share system is envisioned here and therefore there is no requirement of RFID based or Smart Card based or token based check-in/check-out technology to be adopted. New generation dockless bicycle share systems have the technology of Bar Code/QR Code Scanner, NFC systems.

4.5 Redistribution Vehicles

No.	Minimum Specifications
1	Designed to ensure transfer of Cycles with minimal damage
2	Follows the same brand and graphics for the entire system. Should look like a part of the system.
3	Adopting Electric Vehicles for re-distribution purpose is encouraged.
4	Should have all required and relevant documentation as per RTO/RTA guidelines and norms including but not limited to, RC book, PUC Certificate (not required in case of E-Vehicles), fitness certificates (if required), permits etc. and to be updated and renewed during contract period as per norms.
5	Drivers of these vehicles should be well trained, should have valid driving license and permits, and should also be familiar with cycle repair mechanics.

4.6 Maintenance Workshop

No.	Minimum Specifications
1	Space to store extra/stand-by cycles required for the system
2	Space to store extra/stand-by IT systems hardware
3	Space to store required tools for repairs and maintenance
4	Space to undertake repair of cycles
5	Adequately ventilated and well lighted, with fire extinguishers, first-aid kit, safety manual, safety equipment for employees. Well protected from environmental effects of heat and rain. Colour scheme should be in harmony with surrounding environment.

4.7 User Information System

No.	Minimum Specifications
1	Smart Phone App is provided for at least the Android and Mac Operating Systems
2	Should be able to provide information about the system – static and real time for user convenience. The maps used by the system should be updated.
3	Static signage to give clear message, instructions.
4	Exclusive web-portal allowing user registration, system announcements, user information.

5. Implementation

5.1 Contract Period

This contract is being granted for the installation and operation of the Guwahati Cycle Sharing System for a period of 5 years (excluding the time required for system installation). The contract period can be extendable for further two more years. The decision for the same will be taken by GMDA upon reviewing the service level benchmarks achieved by the Service Provider in preceding years. The Contract Period shall begin from the date of Complete Launch of the System. The Service Provider shall make available for service the entire cycle sharing system and the entire fleet from commencement of operations and complete system launch until such time as the contract period expires.

5.2 On-Ground Testing, Testing and Trial Period

The Service Provider is required to run an on-ground test of the system components for at least one week before the formal launch of the system. This period will be used by the Service Provider to identify any service glitches in the system and rectify them. During this period, the Service Provider shall make available the following:

- Staff required for operations and maintenance of the system being tested
- At least 10 stations (with at least 100 cycles), the control system and a maintenance workshop for the purpose of training and testing of operations.

GMDA and the Service Provider shall use this period to understand the intricacies of operations and fine-tune the system. No fines shall be applicable during this period. The Available Fleet requirement is not applicable in this period. The Service Provider

shall not charge any User Charges during this period. However, the Service Provider is allowed to make user registrations during this period. The Service Provider may also allow Users to take free rides during this period for the purpose of getting acquainted with the System. The Service Provider during this period will give on-ground real-time demonstration of the system functionality to the users who wish to become a future member for which, all the systems should be up and working.

5.3 Indicative Deliverables

The Service Provider should submit an indicative timeline to GMDA on the deliverables of the system. The timelines should be such that the Service Provider is able to start the operations of the system with at least 100 cycles and 10 stations within 6 months of signing the contract. The remaining cycles and stations can be installed and operations shall be started in subsequent months. Alternatively, the Service Provider may also procure and install the complete system with all other infrastructure within 6 months, if it is able to do so, but in prior consultation with GMDA.

Payment to the Service Provider on the capital cost incurred will be paid based on the amount of work completed by the Service Provider (i.e. number of cycles put into the system, number of stations installed and other civil infrastructure works completed) and will be based on milestones achieved for completing respective activities.

6. Payment to the Service Provider by GMDA

6.1 Capital Cost Payment

The capital cost of the system that is borne by the Service Provider will be reimbursed by GMDA. The ownership of the system hence lies with GMDA. The capital cost of the system is determined as the amount that the Service Provider bids in the bidding process as his total project cost. The capital cost incurred by the Service Provider shall be repaid based on the milestones achieved for the work completion. The schedule of milestone and activities to be accomplished against (%) percentage of capital cost to be released is mentioned in the table below:

S. No.	Percentage of Capital Cost	Activities/Deliverables	Timelines (in months)
1	10%	<ul style="list-style-type: none"> • Mobilisation to site • Submission of final system plan including station locations, station sizing and design. • Submission of marketing and publicity/outreach plan • Submission of final system branding strategy and plan. • Demonstrate initial prototype of cycle • Demonstration of preliminary website layout and design, demonstration of mobile App. • Demonstration of software and hardware 	T + 2

S. No.	Percentage of Capital Cost	Activities/Deliverables	Timelines (in months)
		prototypes including payment processing <ul style="list-style-type: none"> • Submission of plan of Control System and Maintenance Workshop • Submission of Staffing Plan in detail • Finalisation of Fare Structure & Policies 	
2	20%	<ul style="list-style-type: none"> • Painting of Cycle Track and User Information Sign Boards. • On-site installation of at least 10 stations and procurement of at least 100 cycles • Creation of social media platforms for publicity and marketing. • Setup of Control Room and Maintenance Workshop • Completion of pre-launch marketing and publicity/outreach activities. • Procurement of distribution vehicle 	T + 4
3	20%	<ul style="list-style-type: none"> • On-site installation and operations commencement for remaining stations and cycles. • Completion of on-ground testing, trial period • System Go-Live (formal launch) including payment mechanism, website, mobile App, all hardware and software, real-time information, dashboard application for GMDA, setup of call centre and user helpline. • Successful Launch of the System (Commencement Date) • Post-Launch activities for marketing and publicity 	T + 6
4	30%	<ul style="list-style-type: none"> • On-site installation and operations commencement for remaining stations and cycles. • On-going marketing and publicity • Complete System Launch 	T + 8
5	20%	The balance 20% of the Capital Cost will be repaid to the Service Provider upon completion of 1 (one) year from the date of signing of Contract Agreement.	T + 12

The Performance Guarantee for the Capital Cost will be returned back to the Service Provider upon completion of the Contract Period as specified in this RFP document. The Service Provider requires timely renewing the Performance Guarantee. If the service provider fails to submit the renewed or fresh Performance Guarantee before the expiry of the validity period of the on-going Performance Guarantee, the on-going Performance Guarantee will be forfeited and contract agreement may be terminated by GMDA and the Service Provider shall have no claims further to be made.

6.2 Operating Cost

The entire Operations & Maintenance Cost incurred during the contract period for operating & maintaining the entire cycle sharing system will be borne by the Service Provider. GMDA shall not bear any costs in connection with any such activities. The Service Provider shall be entitled to receive the revenue from User Charges, Subscriptions, Sponsorship, Advertisement, Cycling Events and CSR funding.

6.3 Penalty Deductions

GMDA may at its sole discretion levy penalty for non-adherence to SLA's and poor performance of the Service Provider as per the penalty deductions mentioned against the SLA's. The Service Provider is required to submit the penalty amounts to GMDA on timely basis. GMDA will review quarterly performance and levy penalty accordingly. The Service Provider is required to submit the penalty amounts to GMDA after receipt of communication from GMDA. If the penalty amounts are not paid in time, GMDA shall have the rights to forfeit the Performance Guarantee.

6.4 Damages

The Service Provider will be responsible for all damages to the Cycle Sharing System. Damage to project asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in the agreement and/or omission of act by the Service Provider shall be the liability of the Service Provider. In such case the Service Provider shall repair and rectify at its own cost the damages to the satisfaction of GMDA. All insurance proceeds, if any, shall be applied in rectification/repair of project assets. Damages due to vandalism and theft are also the responsibility of the Service Provider, who should be insured against such, loses.

Damages due to negligent driving or accidents by Service Provider appointed personnel(s) or authorised representatives on street shall be the liability of the Service Provider. Any fines levied by traffic police or any competent authority against the Service Provider or any of its staff or sub-contractors will be borne directly by the Service Provider. GMDA has no liability for such infractions. GMDA shall not be liable to make any payments such as those arising from maintenance or operations of the Cycle Sharing System.

7. Summary of Responsibilities

The following list is a representative but no exhaustive, summary of the respective responsibilities of the Service Provide and GMDA.

7.1.1 GMDA

- Act as the nodal agency and facilitate the Service Provider to sustain within broader ecosystem involving multiple stakeholders with better liasoning
- Give required approvals to the Service Provider on timely basis
- Provide required support to the Service Provider at all times including facilitation in obtaining required permits, no-objection certificates, clearances etc. during project implementation
- Plan for system expansion in coordination with the Service Provider and concerned stakeholders.
- Review of Service Provider work implementation plan

- Assure the security of the assets of the system by seeking aid from law and enforcement agencies at times when required.
- Regularly monitor the performance and review quality of the services provided.
- Seek feedback from citizens about the system either independently or through involvement of third party agencies
- Review of quarterly operations report and fare box revenue
- Provide rights to the Service Provider to conduct promotional events to promote cycling in Guwahati along with GMDA and other stakeholders.
- Provide rights to the Service Provider to collect User Charges and Revenue from usage of Cycle Sharing System, revenue from advertisement on stations, revenue from system sponsorship on Cycles.
- Permit the Service Provider to tap external funding available under Corporate Social Responsibility (CSR) funds with private organisations.
- Permit the Service Provider to modify fare structure and policies as and when required with mutual consent and in consultation with other stakeholders.

7.1.2 Service Provider

- Plan and design the entire system and ensure its complete end-to-end functionality
- Planning of Stations: plan the locations of stations in consultation with GMDA, Guwahati University, Assam Engineering College, Guwahati Zoo and other concerned stakeholders.
- Obtain all required permits, approvals and clearances for the system implementation
- Liaison with concerned stakeholders and multiple agencies as and when required
- Procurement of cycles, procurement of required IT systems (hardware + software), procurement and on-site installation of stations and maintenance workshop and other civil work infrastructure as per this RFP.
- Setup of Central Control System (including hardware + software) with all related equipment's to manage and monitor the system operations.
- Procure cycles and put them in operations as per GMDA directives and requirements.
- Implement the entire package of the system and bear all associated costs including procurement of cycles, IT Systems, software, hardware, manpower, infrastructure, web-portal, mobile Application, logistics, liasoning, asset insurance, cycle re-distribution mechanism, security and safety, data management, develop social media platforms for system publicity etc.
- Create required materials for branding and publicity, manage social media platforms and contents time to time, and engage in promotions of system to increase usage. (pre and post implementation)

8. Bidding Process

8.1 Bid Process Steps

- i) The entire bidding process shall be in two cover system. The bidders shall have to submit their Bids as per the RFP.
- ii) All bidding procedure will be as per the dates mentioned in the bid data sheet.
- iii) Duly filled and signed bids should be submitted as two physical copies of Bid Documents (one original and one Xerox) addressed to the Chief Executive Officer,

GMDA, 3rd Floor, STATFED building, GMCH Road, Bhangagarh, Guwahati-781005, hard bound, in sealed cover duly super scribed as tender for 'Engagement of Service Provider for Installation & Operation of Cycle Sharing System in Guwahati on PPP model'. Bid documents must contain EMD and Tender Fees.

iv) Bids should be submitted on or before due date as mentioned in the RFP data sheet. The 'Financial Bid' of Technically Qualified bidders shall only be opened and they may attend the bid opening proceedings, if they desire so. The rate should be kept valid for 180 days from the date of opening of the Financial bids. If the bidder withdraws his offer before the said date, the earnest money deposit (EMD) will be forfeited in full.

v) The decision of the GMDA to this effect shall be final and binding on the bidder(s). The bid will be opened at the office of the Chief Executive Officer, GMDA, 3rd Floor, STATFED building, GMCH Road, Bhangagarh, Guwahati-781005, date and time of opening of financial bids will be informed at later stage after completion of Technical Bid evaluation.

8.1.1 Pre Bid Meeting

Pre-bid meeting will be held by GMDA as per RFP data sheet and timelines. This meeting is to address queries by bidders. Bidders are required to submit their queries about the project details and bidding process before the pre-bid meeting.

Important Note:

During the pre-bid meeting, the participants are required to deliver a brief presentation which should include their company profile, registered office address, number of employees, work experience, details of currently operated systems in terms of number of cycles, no. of stations, no. of users, rides per cycle per day, fare structure, year of formal launch of the system etc. Participants are encouraged to deliver presentations in graphically attractive manner including short videos/movies and actual pictures of their projects. The presentation should not contain lot of text matter. The Participants should not discuss about any financials regarding the Guwahati Cycle Sharing Project during their presentation. Each participant will be allowed to deliver their presentation separately (i.e. only in presence of GMDA and its representatives). Time for presentation is limited to 15 minutes. Participants are also required to show real-time demonstration of their mobile Applications, website functionality, call centre etc. for their currently operational system during the presentation session.

8.1.2 Opening of Technical Bid – The Technical Evaluation

Technical Bids of all bidders shall be opened by GMDA in the presence of bidder's representatives who choose to attend the opening of Technical Bid as mentioned in RFP data sheet and timelines. The bidder's representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the bid opening process. In the event of the specified date of Bid opening being declared a non-working day for GMDA, the Bids shall be opened at the appointed time and location on the next possible working day.

8.1.3 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as GMDA in its sole discretion may consider appropriate, will be

announced at the opening of Technical Bid. Those bids not having EMD and Tender Fees will be considered as non-responsive and solely rejected.

8.1.4 Opening of Financial Bids

After the evaluation of Technical Bid documents has been completed, GMDA shall open the Financial Bids of only those Bidders who are qualified in the Technical Bid. Decision of GMDA in this regard will be final. Financial Bids of those Bidders who are not qualified in Technical Bid Evaluation will not be opened.

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

8.1.5 Completeness of Bids and Rectification of Errors

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

8.1.6 Clarification of Bids

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

8.1.7 Rejection of Bid

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

- Bid is not submitted in the manner as prescribed in the Instruction to Bidder's Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP document; or
- Bid is not submitted in the bid-forms annexed in the RFP document; or
- Bid is submitted by telex, fax or email; or
- Bid Security and Tender Fees does not conform to the provisions set forth in this RFP; or
- Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- Failure to furnish all information required by the RFP or submission of a Bid not response to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

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

8.2 Bid Process-Evaluation

The Bids of only those bidders who satisfy the below mentioned criteria will only be considered for Technical Evaluation. If any bid does not fulfil any of the below criteria, it will be solely rejected by GMDA and will not be further considered for Technical Evaluation Process.

Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be a Company (registered under Indian Companies Act, 1956/2013) sole proprietorship/firm registered in India) partnerships, and proprietary concerns, duly registered cooperative societies, and consortiums.	<ul style="list-style-type: none"> • Copy of certificate of Incorporation • Documentary proof for existence.
2	Turnover	The Bidder should have average annual Turnover should not be less than INR 2 Crore during last three financial years	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor/Chartered Accountant should be duly furnished. • Audited financial statement of last three financial years.
3	Net Worth	The Bidder should have positive Net Worth as per the last audited Balance Sheet. (Total assets minus total liabilities = net worth)	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor/Chartered Accountant should be duly furnished.
4	Blacklisting	The Bidder should not have been blacklisted by any Central/State/Government/Public Sector Undertaking/Urban Local Bodies in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	<ul style="list-style-type: none"> • Undertaking by the authorised signatory as per the format given as Annexure-E
5	Work Experience	The Bidder should have implemented at least one (1) project of Cycle Sharing System having more than 100 (one hundred) cycles and 10 (ten) stations in last 3 (three) years. The project should be in operation till date.	<ul style="list-style-type: none"> • Copies of work order, agreement, LoA for the project, copies of work completion and satisfactory performance from client.

8.1 Evaluation of Technical Bids

The Technical Bids are first evaluated before the financial bids are opened. The final decision is based on the lowest financial bid received. The bidders who have qualified in the Technical Bid Evaluation process will be intimated by Email. The date, time and venue of opening Financial Bids will also be conveyed in the same Email. The Technical Bids of the Bidders will be evaluated based on various aspects related to the project and should at least fulfil the below objectives:

- Company profile, financials, work experience
- Demonstrate the solution in real life scenario
- Understand the system's features in greater detail
- Understand the proposed systems requirements
- Proposed solution for entire system in line with objectives of GMDA
- All the aspects presented by the bidder's in their proposal for the project including cycles, stations, user interface, IT systems, payment mechanism, branding, marketing and publicity strategies, outreach activities, user generation campaign, system plan, operations plan, installation plan, testing and trial run plans, human resource deployment, pre and post-launch activities, recommendations for increasing usage etc. will be studied.
- Approach and methodology
- Project plan, technical solution proposed

8.2 Evaluation of Financial Bids

- Financial Bids of only those bidders who have qualified in the Technical Evaluation process will be opened.
- The **Total Project Cost** will be considered as mentioned in the Price Bid and that should be inclusive of all taxes.
- The maximum amount that can be bid on the capital cost is Rs. 3,74,00,000 (Rs. 3.74 Crores)
- The lowest financial proposal (i.e. the financial bid with the lowest **Total Project Cost**) will be declared as the successful bidder and will be selected as the 'Service Provider'

The financial bids will be opened in the presence of Bidder's representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

The CEO-GMDA reserves the right to reject all/any part of the tender without assigning any reason whatsoever and his decision in this regards shall be final and binding. He is not bound to disclose the details of the evaluation process in terms of methodology and evaluation criteria.

Financial Bid Rejection Criteria:

- Incomplete Price Bid
- Price Bids that do not confirm to the Tender's price bid format
- Conditional Price Bids
- Price bids with errors in calculations

9. General Instructions to Bidders

9.1 Due Diligence

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

9.2 Cost of Bidding

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

9.3 Clarifications to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to GMDA in writing, by email before the pre-bid meeting. The queries shall be sent to the email ID projectsgmda@gmail.com and amrutpdmcgawahati@gmail.com in order to enable GMDA to have adequate notice of the said queries so that the same be addressed at the Pre-Bid Meeting.

Nothing in this section shall be taken to mean or read as compelling or requiring GMDA to respond to any questions or to provide any clarification to a query. GMDA reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if GMDA in its sole discretion considers that no reply is necessary.

No extension of deadline for Submission of Bids will be granted on the basis or grounds that GMDA has not responded to any question or provided clarification to a query.

9.4 Pre-Bid Meeting

1. GMDA will host a Pre-Bid Meeting as per the date mentioned in the RFP Information Sheet. The interested Bidders may attend the pre-bid meeting at their own cost. The purpose the Pre-Bid meeting is to provide the Bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-bid meeting will also provide each of the Bidders with an opportunity to seek out clarifications regarding any aspect of the RFP and the project. During the Pre-bid meeting, the bidders are required to make a presentation to GMDA. 15 minutes time will be allotted to each bidder during which they can present their product descriptions, give real time demonstration, their capability, work experience etc.

2. Non-participation in the Pre-Bid Meeting shall not lead to disqualification of the Bidder. Presentation session shall not bear any marking criteria.

3. All Bidders shall e-mail their queries to projectsgmda@gmail.com and amrutpdmcgawahati@gmail.com in the form and manner as describe below.

RFP Page No.	Section/Clause/Sub-Section No.	Query	Bidder's Requirement

The response to the queries will be published on the websites as mentioned in the NIT. No queries will be entertained thereafter. These responses to the pre-bid queries shall become an integral part of the RFP. GMDA however, shall not make any warranty as to the accuracy and completeness of responses.

4. GMDA shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken or read as compelling or requiring GMDA to respond to any question or to provide any clarification.

5. GMDA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by GMDA shall be deemed to be part of this RFP. Any verbal clarifications and information that might be given by GMDA or its employees or representatives shall not in any way or manner be binding on GMDA.

9.5 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, GMDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment. Any amendments / modifications to the RFP document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP, which shall set forth the said amendments/modifications thereto (hereinafter referred to as the 'Addendum(s)'). If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, GMDA reserves the right to extend the Deadline for the Submission of Bids. However, no request from the prospective Bidder(s) shall be binding on GMDA for the same.

1. Any amendments, corrections, corrigendum, addendum, responses etc. made to the RFP would be published on the websites as mentioned in the NIT.
2. All amendments, corrections, corrigendum, addendum, response etc. issued under this RFP shall be an integral part of this RFP.
3. The Bidders are advised to visit the websites as mentioned in the NIT on regular basis to check for necessary updates. GMDA also reserves the right to amend the dates mentioned in this RFP.

9.6 Preparation of Bids

9.6.1 Language of Bid

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

9.6.2 Bid Currency

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

9.6.3 Earnest Money Deposit (EMD) or Bid Security

1. A Bidder is required to submit EMD of Rs. 7,00,000/- (Rupees Seven Lakhs only) in the form of Demand Draft/Fixed Deposit Receipt (FDR) / eFDR /Bank Guarantee issued by any nationalised bank / scheduled commercial bank in favour of 'Chief Executive Officer, GMDA', payable at Guwahati. EMD validity should be at least for 180 days from the last date for submission of Bids.
2. EMD of the unsuccessful Bidders will be returned after the signing of the contract agreement with the Successful Bidder. The EMD of the successful Bidder would be returned upon the submission of Performance Bank Guarantee in the format provided in the RFP.
3. No interest will be paid by GMDA on the EMD amount.
4. The Bid submitted without EMD and Tender Fees will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraw its bid or increases the price quoted during the period of bid validity or its extended period, if any.
 - b. In case of a successful Bidder, the Bidder fails to sign the Contract Agreement in accordance with the terms and conditions of this RFP.
 - c. If during the bid process, a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/male fide, then GMDA shall reject the bid and, if necessary, initiate action.
6. The decision of GMDA regarding forfeiture of the EMD shall be final and binding upon all the Bidders.

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

9.6.4 Condition on Bidders

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

The following conditions for consortiums shall apply:

- The Lead Bidder in a Consortium must be the firm which has the required work experience as mentioned in Qualification Criteria of this RFP document and which has actually implemented and operated Cycle Sharing Systems in India.
- A consortium agreement which specifies the exact members of the consortium provided in the format given in Annexure-K.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of two members including lead member. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- A bidding Consortium is required to nominate a Lead Member for the purposes of interacting with GMDA. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of appropriate value, the format of which is given in this RFP at Annexure-J.
- The consortium agreement shall clearly specify the exact role and responsibility of each of the consortium members.

- In case of the Service Provider being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956/2013. The Contract Agreement in such case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially at all times during the duration period of the Contract Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Contract Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.
- A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the project.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Contract Agreement shall entitle GMDA to reject the bid in its sole discretion.
- GMDA reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Contract Agreement.

9.6.5 Authentication of Bid

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

9.6.6 Validation of interlineations in Bid

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

9.6.7 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each 'Technical Bid- Original' and 'Technical Bid-Copy', as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

9.6.8 Sealing and Marking of Bids

The Bidders are required to submit 'Technical Bid' and 'Financial Bid' in separate covers, duly signed and sealed, in 2 copies (1 Original and 1 Xerox)

9.7 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

9.7.1 Technical Bid with Bid Security and Tender Fees

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid covering the aspects as mentioned in Annexure-F of the RFP document along with all supporting documents required to be submitted including

without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by GMDA in its sole discretion.

9.7.2 Financial Bid

The Financial Bid should be in the form and manner set forth in Annexure-G of the RFP document and should comprise of all such documents and details mentioned therein for the project cost. In preparing the Financial Proposals, bidders are expected to take into account, the requirements and conditions of the RFP document. The quoted amount shall be all inclusive, containing all costs associated with the Project, including remuneration for staff (deployed at the site), transportation, services and equipment (vehicles, office equipment, furniture, and supplies), insurance, printing of documents and surveys etc. Prevailing GST rate is required to be mentioned separately as per the format. Any changes in GST rates during the Contract Period shall be taken into due consideration and will be paid accordingly and shall not have any material or adverse impact on the performance of the Contract Agreement.

9.8 Period of Validity of Bids

9.8.1 Validity Period

Bids shall remain valid for a period of one hundred and eighty (180) days after the date of technical bid opening prescribed by GMDA. GMDA reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and GMDA shall not be liable to send an intimation of any such rejection to such Bidder. It is also obligatory for the Bidder to keep the bid valid for another 60 (sixty) days for which request in writing/fax will be sent by the GMDA before expiry of the validity period. If the proposal validity period is further subsequently extended, the bidder have the right to withdraw their proposal, Bidder may refuse GMDA's request for such extension without forfeiting the Bid Security.

9.8.2 Extension of Period of Validity

In exceptional circumstances, GMDA may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the GMDA and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder accepting the request of GMDA shall not be permitted to modify its Bid.

9.8.3 Mailing Address for Bids

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

The Chief Executive Officer
Guwahati Metropolitan Development Authority
3rd Floor, STATFED Building, GMCH Road,
Bhangagarh, Guwahati-781005

9.9 Deadline for Submission of Bids

9.9.1 Last Date and Time for Submission

The Bids must be submitted by the Bidders at the specified date and time as mentioned in the data sheet of RFP document.

9.9.2 Extension of Deadline for Submission of Bids

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

9.10 Modification and Withdrawal of Bids

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

9.11 Bid Process – Discharge of Bid Security

9.11.1 Discharge of Bid Security of Other Bidders

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

9.11.2 Discharge of Bid Security of Service Provider

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

9.11.3 Forfeiture of Bid Security

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

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

9.11.4 Signing of Contract Agreement

Bidders should note that in the event of acceptance of its bid, the Service Provider would be required to execute a Contract Agreement, with such terms and conditions as may be considered necessary by the GMDA at the time of finalisation of the Contract Agreement. It is clarified that the signing of the Contract Agreement shall be done after issuance of the Letter of Acceptance (LoA). The Service Provider shall commence supply of the equipment of Cycle Sharing System only after the signing of the Contract Agreement. The signing of the Contract Agreement shall be completed within one (1) month from the issuance of the Letter of Acceptance to the Service Provider or within such extended time frame as extended by GMDA in its sole discretion.

Documents forming part of Contract Agreement:

1. RFP with all amendments
2. Instruction to Bidders

3. Conditions of Contract

- i. Part-1 General Conditions of Contract and Contract Data with all Annexures
- ii. Part-2 Special Condition of Contract, if any.

4. Specifications and Drawings

5. Technical and Financial Bid

6. Agreement

7. Any other document(s) as specified

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

9.13 Annulment of Award

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

9.13.1 Failure to abide by the Contract Agreement

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

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

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

10 General Conditions of Contract

10.1 Application

These general conditions shall apply to the Service Provider to the extent that provisions in the Contract Agreement do not supersede them.

10.2 Standard of Performance

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

10.3 Use of Contract Agreement and Information

The Service Provider shall not, without GMDA's prior written consent, disclose the contents of the Contract Agreement, or any provision thereof, or any specifications,

plan, drawings, pattern, sample or information furnished by or on behalf of GMDA in connection therewith, to any person outside the scope of the Cycle Sharing System.

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

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

10.4 Indemnity

The Service Provider shall at all times, i.e. during the subsistence of the Contract Agreement and any time thereafter, defend, indemnify and hold GMDA harmless from and against all claims (including without limitation claims from infringement of intellectual property, breach of contract, death or injury to a person or damage to property, or other court claims) and expenses (including court costs) arising out of or relating to the breach by the Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-contractors.

10.5 Performance Guarantee

Within 20 (twenty) days of receipt of Letter of Acceptance (LoA) from the Authority, the Service Provider shall furnish a performance guarantee to GMDA. The amount will be payable in the form of Bank Guarantee from any Scheduled Bank approved by the Reserve Bank of India (RBI) or Demand Draft / Banker's Cheque.

The Bid Security submitted by the Service Provider shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the Performance Guarantee is set forth in Annexure-H of this RFP.

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

i) Performance Guarantee on Project Cost: The Service Provider shall submit the Performance Guarantee on Total Project Cost amount upon receipt of LoA on before signing the Contract Agreement. The Performance Guarantee will be returned back to the Service Provider upon completion of Contract Period from date of signing of Contract Agreement, subject to satisfaction of GMDA. The amount of Performance Guarantee will be 10% of the Total Project Cost amount, rounded-off to nearest. The Service Provider needs to clarify the amount from GMDA before signing Contract Agreement.

10.6 Representations and Warranties

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

- In accordance with the requirements laid out in the RFP by GMDA for the Cycle Sharing System and those provided during the term of agreement;

- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be new;
- Be certified or registered with the concerned agency after completing all legal, statutory, and other requirements;
- Be free from defects in design, material and workmanship, whether latent or otherwise.

The Service Provider hereby represents and warrants that neither any component of the Cycle Sharing System nor any use thereof by GMDA will infringe any patent, trademark, copyright, trade secret, or other proprietary rights of a third party.

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

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

10.7 Assignment

The Service Provider shall not assign in whole, or in part, any right or delegate any duty under the Contract Agreement to any third party, except with GMDA's prior written consent.

10.8 Delay in implementing the Cycle Sharing System

The Service Provider shall ensure that the Cycle Sharing System is implemented and operated as per the time schedule and implementation plan mutually agreed with GMDA in the Contract Agreement and / or any amendments thereto. Delay on account of the Service Provider in performance of its obligations under the Contract Agreement shall render the Service Provider liable to any or all of the following sanctions in the sole discretion of GMDA:

- Forfeiture of Service Provider's Performance Guarantee
- Termination of the Service Provider Agreement

If at any time during the performance of the Contract Agreement, the Service Provider encounters conditions impeding the timely completion and/or performance of the services as per the Contract Agreement, then in such cases the Service Provider shall promptly notify GMDA in writing of the fact and reasons for the delay and likely duration of such delays. As soon as practicable after receipt of the Service Provider's notice in this behalf, GMDA shall evaluate the situation and may at its discretion extend the Service Provider's time for performance of the Service Provider's obligations under the Contract Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Contract Agreement as may be mutually agreed between the parties.

10.9 Quality check and acceptance of equipment

The Service Provider shall finalise a Quality Checks and Acceptance Test Plan of offered systems to GMDA and after finalisation, the same shall form part of the Contract Agreement. The Cycles offered by the Service Provider for Guwahati Cycle Sharing System shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the Cycle Specifications by GMDA or its authorised agency.

10.10 Right to Inspect Cycles, Support Facilities and Documents

The Service Provider shall make the Cycle Sharing System and all support facilities along with all documents, certificates as required to the Cycle Sharing System, available for inspection by GMDA and its staff and authorised representatives from time to time.

GMDA reserves the right to inspect / arrange inspection of any Cycle, Station, and/or any support facility used by the Service Provider in relation to the implementation of the Cycle Sharing System, through an authorised agent / representatives. GMDA shall do so after giving prior notice to the Service Provider and make a visit during the working hours of Service Provider. The Service Provider shall at all times assist GMDA in such inspections.

GMDA reserves the right to inspect / arrange inspection of any all relevant documents / records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Taxes etc. of the Service Provider at any time to monitor compliance of the Service Provider's obligations in relation to implementation of the Cycle Sharing System, through an authorised agent or representatives. GMDA shall do so after giving prior notice to the Service Provider and make a visit during the working hours of the service provider. The Service Provider shall at all times assist GMDA in such inspections.

10.11 Ownership & Protection of Property / Data

GMDA shall retain the title and ownership of any site allotted by GMDA to the Service Provider for the purpose of carrying out the Service Provider obligations in relation to the Cycle Sharing System. Such title and ownership of GMDA in any such site shall not pass to the Service Provider at any time during or after the Contract Agreement.

GMDA shall own all that data pertaining to the Cycle Sharing System at all times as mutually agreed, during and after the expiry / termination of the Contract Agreement. The Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from GMDA.

The Service Provider shall exercise all due caution to protect and maintain the data created out of this Cycle Sharing System, including identification and financial data collected from Users. The Service Provider shall not share, sell, or in any manner use the data created by the Service Provider out of this Cycle Sharing System otherwise than in accordance with the terms of the Contract Agreement. After the expiry or termination of the Contract Agreement, the Service Provider shall have no rights, title, or interest in or to any work including without limitation, the designs, infrastructure, assets, modifications or facilities developed for GMDA under the Cycle Sharing System for any purpose whatsoever.

10.12 Confidentiality Obligations of the Service Provider

10.12.1 Confidential Information

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

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

10.12.2 Confidential Exceptions

Confidential Information shall not include information which:

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

10.13 Force Majeure

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

If a Force Majeure situation arises, the Service Provider shall promptly notify GMDA in writing of such conditions and the cause thereof. Unless otherwise directed by GMDA in writing, the Service Provider shall continue to perform its obligations under the Contract Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

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

10.14 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 10.13 continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 15 days, the parties may mutually decide to terminate or continue the Contract Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 15 days, be entitled to terminate the Contract Agreement.

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

10.15 Events of Default and Termination.

10.15.1 Service Provider Event of Default

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

- Service Provider is in breach of any its obligations under the Contract Agreement and the same has not been remedied for more than thirty (30) days.
- A resolution for voluntary winding up has been passed by the shareholders of the Service Provider.

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under the Contract Agreement.

10.15.2 Termination due to Service Provider Event of Default

In the event of the Service Provider Event of Default, GMDA shall have the right to:

- Invoke the Performance Guarantee and/or
- take any other action including provisioning of the equipment of the Cycle Sharing System through any replacement Service Provider selected by GMDA in its sole discretion at the risk and cost of the Service Provider, and/or
- take over the entire infrastructure developed by the Service Provider for the Cycle Sharing System or any part thereof and/or
- Negotiate with the Service Provider to transfer the said infrastructure or part thereof to a replacement Service Provider selected by GMDA at GMDA's sole discretion.

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

10.16 Termination for Insolvency, Dissolution etc.

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

10.17 Suspension

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

- In the event and to the extent GMDA is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable laws(s), rule(s), guideline(s), or court order(s).
- In the event Service Provider fails to perform any of its obligations under the Contract Agreement as required (including the carrying out of any services thereunder). Any such notice of suspension issued by GMDA to the Service Provider

shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by GMDA in its sole discretion, from the date of issue of such notice of suspension.

10.18 Arbitration

10.18.1 All disputes or differences arising out of or in connection with the Contract Agreement can be raised except before the **Competent Authority** (Chief Executive Officer-GMDA) as defined in the Contract Agreement in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

10.18.2 No issue of dispute can be raised after 45 (forty five) days of its occurrence. Any dispute raised after expiry of 45 (forty five) days of its first occurrence shall not be entertained and GMDA shall not be liable for claims arising out of such disputes.

10.18.3 The **Competent Authority** shall decide the matter within 45 (forty five) days of notice such disputes.

10.18.4 Appeal against the order of the Competent Authority can be preferred within 30 (thirty) days to the Appellate Authority as defined in the Contract Agreement. The Appellate Authority shall decide the dispute within a further period of 45 (forty five) days.

10.18.5 Appeal against the order of the Appellate Authority can be preferred before the Assam Arbitration Tribunal or any other such competent authority.

10.18.6 The Service Provider shall have to continue its services with due diligence notwithstanding pendency of a dispute before any authority or forum.

10.19 Jurisdiction

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

10.20 No Waiver of Rights and Claims

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

Annexure-A Format for Cover Letter

(to be printed on official letterhead of the applicant, duly signed with seal by authorised signatory)

Date:

To,
The Chief Executive Officer
Guwahati Metropolitan Development Authority
3rd Floor, STATFED Building, GMCH Road,
Bhangagarh, Guwahati – 781005

Ref. No.: GMDA/GEN/85/2015/173 dated 19/02/2020

Dear Sir,

Being duly authorised to represent and act on behalf of (Company Name) (hereinafter 'the Bidder'), and having reviewed and fully understood the Technical Bid Qualification information provided in the RFP, the undersigned hereby applies to be qualified by you as a Service Provider for the Guwahati Cycle Sharing System.

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

- The applicant's legal status
- The applicant's principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of Understanding (in case of consortium/joint venture), indicating share of the consortium members in equity of the proposed joint venture company.
- All documents as specified in Technical Bid and RFP in respective envelopes.
- EMD/Bid Security amount of Rs. 7,00,000 (Rs. Seven Lakhs only)

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

This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by GMDA.
- GMDA has reserved the right to:
 - Amend the Scope of Work for the Cycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
 - Reject or accept any application, cancel the Technical Bid, the qualification/Bid Process, and reject all applications; and

- GMDA shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.
- We confirm that we agree with the terms and conditions provided in RFP/Technical Bid
- The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One Hundred and Eighty) days from the date of bid opening prescribed by GMDA.

The bid purchase amount of Rs.2,000 (Rupees Two Thousand only) has been paid by us/is enclosed by us along with this letter in the form vide DD number ____ dated ____ of bank _____ drawn in favour of _____ payable at Guwahati.

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

(Signature & Name, with company seal/stamp)

For and on behalf of (name of bidder or consortium/joint venture)

Annexure-B Format for General Information

(to be printed on official company letterhead, duly signed with seal by authorised signatory. To be submitted for each firm in case of consortium/joint venture)

Details of Applicant	
Name of Firm	
Head office address	
Contact person	
Telephone/Mobile Number	
Fax	
Email	
Place of Incorporation/Registration	
Year of Incorporation/Registration	
No. of employees	
Legal status of firm (company/partnership/proprietorship etc.)	
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	
Business partners (and the services/products they offer)	
History of litigation or claims made against the applicant and all partners, the three years immediately prior to the closing time	
History of bankruptcy filings by the applicant and all partners, the three years immediately prior to the closing time.	
Experience Details	
No. of Cycle Sharing System Projects implemented in India. (in a tabular form, mention each project separately and name of the city/state, year of implementation, project cost in terms of capital cost, O&M cost, contract period, revenue rights etc.	
Status of projects (under bid evaluation/under implementation/implemented and under operations. Mention each project according to its status and nature in a tabular form.)	
Project details in brief: (in a Tabular form, mention details of each project separately as number of cycles deployed, number of cycles under operation per day, number of stations installed, no. of users registered till date, no. of users per day, number of users per cycle per day, etc.)	

Annexure-C Indicative Fare Structure & Policies

The proposed fare structure for the system as determined by the GMDA is given below. However, applicants are encouraged to suggest their own fare structure and policies.

While determining the fare structure and policies, the following key objectives of the project are to be kept in mind:

- The aim is to promote cycling culture
- Long term goal is to increase the use of non-motorised mode of transport.
- Fare's should not deter users from using the system (i.e. the fare structure must be attractive, competitive and affordable)
- Cycle Sharing System is a means to provide users, a low cost, affordable, convenient, environment friendly, non-polluting mode of transport and a sustainable mobility option in the city. It also supports existing public transport systems and provides a solution to the last-mile connectivity problem.
- Fare structure needs to be flexible and incentive based. It should attract users to use the system more. It should provide benefits at times and it should be structured in a manner that it tends to retain the users to keep using the system.

The Service Provider shall prepare the fare structure and policy in consultation with concerned stakeholders (Guwahati University, Assam Engineering College, Zoo etc.) and submit to GMDA for approval. The Service Provider shall incorporate the approved fare structure by GMDA in its IT Systems before official launch of the system. Cash based transactions of any nature are prohibited. Fare structure and policy shall be prepared for members and non-members separately.

There can be four main components to the fare and payment structure:

1. Security Deposit

A refundable security deposit can be charged to all users to ensure safety of the Cycles. Lack of security deposit could lead to theft or vandalism of the Cycles or the cycles not being returned back to the system and being discarded around the city. The security deposit should be linked to the insurance amount of the cycles and should not exceed an insurance amount per cycle. Ideally the security deposit charged from each user should be the insurance amount/cycle. This may be charged on all kinds of users for the length of their use/membership, at the end of which it would be returned, in case there has been no case of missing cycles attributed to the user's account. The amount of security deposit should reflect separately in the user's account whenever the user log's in the system through mobile App/Web Application. User's will be refunded back the security deposit (without interest) when the user exits or un-subscribes from the system and surrenders their membership. The mobile App must have a provision of getting user's confirmation upon receipt of the security deposit in their bank accounts. This confirmation will form the part of the system database and reports. The Service Provider will be required to submit all such data to GMDA on timely basis along with other reports. Alternately, the Service Provider can propose a better solution for ensuring the confirmation from users' about receipt of the security deposit amount.

2. Subscription Fees

Users may, if the prefer, avail various types of subscription for using the service. Not all users who have availed the membership and have registered themselves for

using the system are required to avail the subscription. In the subscription, users are granted with the benefit of unlimited cycle trips for certain amount of fixed time interval. Three types of membership can be offered:

- i. Annual Pass – valid for a period of one year
- ii. Quarterly Pass – valid for a period of 3 months
- iii. Monthly Pass – valid for a period of 1 month

Proposed subscription fee for each type is given below:

Category	Fees (Rs.)
Annual Pass	Rs. 3,500
Quarterly Pass	Rs. 900
Monthly Pass	Rs. 300

User Fees

Users shall pay certain fees based on the amount of time cycles are rented each time before it is returned to the system. The proposed fee structure is as below:

Time	Non-Member User Fee	Member User Fee
First 10 minutes	Free	Free
15 min. - 30 min.	Rs. 5	Rs. 2
30 min. – 1 Hour	Rs. 10	Rs. 5
1 hour – 2 hours	Rs. 20	Rs. 10
2 hours – 4 hours	Rs. 30	Rs. 20
4 hours – 6 hours	Rs. 40	Rs. 30
6 hours – 8 hours	Rs. 50	Rs. 50

Free rides can be offered for certain limited time period in order to attract riders. Service Provider needs to seek approval for free rides with concerned stakeholders.

Annexure-D Format for Undertaking

(to be printed on applicant's official letter head duly signed with seal, signed by authorised signatory)

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

Dated this _____ day of _____ 2020 (signature)

Company Stamp

(Name) in the capacity of ____,duly authorised to sign bids for and on behalf of _____.

Annexure- E Declaration by the Bidder for not being Blacklisted/Debarred
(to be printed on applicant's official letter head duly signed with seal, signed by authorised signatory)

Date:

To,
The Chief Executive Officer
Guwahati Metropolitan Development Authority
3rd Floor, STATFED Building, GMCH Road,
Bhangagarh, Guwahati – 781005

Ref. No.: GMDA/GEN/85/2015/173 dated 19/02/2020

Sub.: Declaration for not being debarred / black-listed by Central / any State Government / Urban Local Body in India as on the date of submission of the bid

Dear Sir,

I, the authorised representative of (bidder's name), hereby solemnly confirm that the Company is not debarred/black-listed by any Central/State Government/PSU/ULB entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid. In the event of any deviation from the factual information/declaration, GMDA reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,
Yours faithfully,

(signature of the Authorised Signatory with official company seal)

Date:

Name, Designation, Address, Telephone, Email, Fax

Annexure-F Format for Technical Bid

The Bidder will provide detailed explanation of its understanding about the project and proposed solution on which Technical Bid will be evaluated. The Bidder may use graphical representation/description explanations/any other format to showcase their technical capability to implement the project. Documents encompassing the Technical Bid are:

- A Cover Letter (as per Annexure-A of the RFP document)
- RFP Document
- Information required by GMDA in the specified format as mentioned in the Annexures in the RFP document (Annexure – B, D, E,
- Company profile, organogram, board of directors, partners, investors, financial status.
- Experience of executing similar projects in terms of project type, project name, city, geographical area, year of implementation, number of cycles, stations supplied and installed and operated, screen shots of mobile App and web portal, process of user registration, check-in and check-out explained graphically, Business Model of the Project, Capital Cost, O&M Cost, Contract Period etc. Highlight the impact analysis of the system (before and after implementation) and mention if any studies have been done regarding the same, mention about awards and recognitions achieved by the system if any. Mention details of each project separately.
- Status of the existing operational projects in terms of number of cycles operated daily, number of stations, number of daily users, number of members. etc. users per cycle per day, design of cycles and stations (actual photos and not graphics), existing fare structure, revenue generated from user charges per day and per annum, revenue generated from advertisement rights, future plans by the city government. Mention details of each project separately.
- Project proposal for Guwahati Cycle Sharing System specifically highlighting plans for the pilot project, understanding about the requirements, proposed solutions, product features, work plan, implementation plan, marketing strategy and any other additional or relevant information pertaining to the project.
- The general order of arrangement of Technical Bid is as below:
 - Cover Letter (as per Annex-A)
 - Authorised Signatory for bid (as per Annex-I)
 - Consortium Details (if applicable) (as per Annex- J & K)
 - General Information (as per Annex-B)
 - Documents related to company profile, organogram etc.
 - Declaration of non-blacklisting (as per Annex-E)
 - Undertaking (as per Annex-D)
 - RFP Document, Tender Fees and EMD
 - Turnover & Net worth details
 - Work Experience Details
 - Capability (product description, general specifications, manpower, IT systems, technologies and solutions, innovations, operations, etc.)
 - Proposal for Guwahati
 - Copies of PAN Card, GST Registration Certificate
 - Copies of work orders, contract agreements of past projects.
 - Employees Provident Fund registration as per Government Rules.

Annexure-G Format for Price Bid

(to be printed on applicant's official letter head duly signed with seal, signed by authorised signatory)

S. No.	Description	Offer Price (in INR) (excluding GST)	Presently Applicable GST Rate as on February 2020 (in %)	GST Amount on Offer Price (in Rs.)	Total Amount (in INR)
		A	B	C = (A x B)	D = (A+C)
1	Total Capital Cost for procurement, installation, testing and successful commissioning of Cycle Sharing System comprising of 300 Cycles and 30 Stations and other required infrastructure including establishment of a control system, maintenance workshop, development of a cycle track and installation of user information sign boards and other allied infrastructure and supplies.				

Total Project Cost (in Rs. _____)

(in words) Rupees _____ only

(The Total Project Cost shall be inclusive of all taxes including GST.)

SIGNATURE OF THE AUTHORISED SIGNATORY (with company seal/stamp)

Name: _____

Address: _____

Date: _____

Annexure-H Format for Performance Guarantee

(to be issued by a Scheduled Commercial Bank (licensed by RBI)/Nationalised Bank in India)

(for 'Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati')

THIS DEED OF GUARANTEE executed on this the day of ___ 2020 at ___ by ___ (Name of the Bank) having its Head Office/Registered Office at ___ and a Branch Office at ___ hereinafter referred to as 'the Guarantor' which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns:

In favour of Chief Executive Officer – GMDA in his executive capacity for GMDA having its registered office at 3rd floor, STATFED Building, GMCH Road, Bhangagarh, Guwahati-781005, hereinafter called 'GMDA' (which expression shall include its successors and assigns);

WHEREAS

A. By the Contract Agreement dated ___ entered into between GMDA and M/s. ___, a company incorporated under the Companies Act, 1956 having its registered office at ___ hereinafter called 'the Company', ('the Contract Agreement') the Company has been granted the contract to implement the project for the work of '**Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model**' as given in the RFP document of '**Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model**'

B. The Company is required to furnish to GMDA, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees ___ in words) as security for due and punctual performance/discharge of its obligation under the Contract Agreement during the contract period. 'Contract Period' for the purpose of this Guarantee shall mean the period from _____ to _____.

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms user herein but not defined shall have the meanings assigned to them respectively in the Contract Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Contract Agreement during the Contract Period.

3. The Guarantor shall without demur, pay to GMDA sums not exceeding in aggregate Rs._____(Rupees_____only) within five (5) days of receipt of a written demand thereof from GMDA stating that the Company has failed to meet its performance obligations under the Contract Agreement during the Contract Period. The Guarantor shall not go into the veracity of any demand made by GMDA and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other person.

4. In order to give effect to this Guarantee GMDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non-exercise/delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

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

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

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

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED by_____Bank by the hand of Shri _____its _____at its Head Office/ ___Branch Office and authorised official.

*(*Banks are unlikely to issue Guarantee for the entire Contract Period in one stretch. Initially the guarantee may be issued for a period of 3 years. The Company shall have to keep the guarantee valid throughout the Contract Period by seeking extension from time to time.)*

Annexure-I Format for Power of Attorney for Authorised Signatory

(To be printed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

KNOW ALL MEN BY THESE PRESENTS that the undersigned [name], [title] of [name of the Company] (hereinafter referred to as the “Company”), is lawfully authorised to represent and act on behalf of the Company, whose registered address is [Company’s address], and does hereby appoint [name], [title], of [firm] of [], whose signature appears below, to be true and lawful attorney, and authorised the said attorney to sign the Bid Documents and Contract Agreement, related documents, attend meetings, conduct negotiations, sign any agreement related to the RFP and execute all the necessary matters related thereto, and to do all such acts, deeds, things and matters in the name and on behalf of the Company in connection with the execution thereof, pertaining to the RFP for ‘Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model’.

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 always be deemed to have been done by us.

OFFICIAL STAMP AND SIGNATURE OF THE COMPANY:

Name of the Legal Representative: _____

Signature of the Legal Representative: _____

Printed Name of the Attorney: _____

In the capacity of: [insert title or other appropriate designation]

Company’s Seal:

Name of the witness: _____

In the capacity of: [insert title or other appropriate designation]

Signature of the witness: _____

Annexure-J Format for Power of Attorney and Memorandum of Understanding for Consortium

(Power of Attorney for Lead Bidder by the Other Consortium Members)

(To be printed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Know all persons by these present that, We, the members, whose details are given below have formed a Consortium (hereinafter referred to as "Consortium" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) do hereby constitute, nominate, appoint and authorise _____ having its registered office at _____ as our duly constituted lawful Attorney (hereinafter called "Lead Bidder") to exercise all or any of the powers for and on behalf of the Consortium to participate in the RFP No. ___ dated ___ for 'Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model', as per the scope of work stipulated therein for which Bids have been invited by the Guwahati Metropolitan Development Authority ("GMDA") and to undertake the following acts:

- (i) to submit Bid, participate and correspond in respect of the aforesaid Bid on behalf of the 'Consortium'
- (ii) to negotiate with GMDA the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the Contract Agreement with GMDA ("Contract Agreement") for and on behalf of the Consortium.
- (iii) to do any other act or submit any documents related to the above
- (iv) to receive, accept and execute the Contract Agreement for and on behalf of the "Consortium"
- (v) to submit the Performance Guarantee in the prescribed format and as per the terms of the Contract Agreement.

It is clearly understood that the Lead Bidder shall ensure performance of the Contract Agreement and if either of the members of the Consortium fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of the Contract Period i.e., _____ from the date of execution of the Contract.

In Witness hereof, the members constituting the Consortium as aforesaid have executed these present on this _____ day of _____ 2020.

For and on behalf of
[Company]
[Signature]

For and on behalf of
[Company]

Accept
_____Signature

(Name, title and address of the Attorney)

Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

Annexure-K Format for Consortium Agreement

This consortium agreement (Agreement) entered into this day of (date) (month) 2020 at (place) between _____(hereinafter referred to as “____”) and having office at (address) in India, as Party of the First Part and _____(hereinafter referred as “____”) and having office at (address) in India, as Party of the Second Part and _____(hereinafter referred as “____”).

_____and _____are individually referred to as ‘**Party**’ and collectively as ‘**Parties**’.

WHEREAS Guwahati Metropolitan Development Authority (GMDA) has issued a RFP No.____dated____ (“**RFP**”) for ‘Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model’ (hereinafter referred to as the “**Project**”)

AND WHEREAS the Parties have had discussions for formation of a Consortium for submitting the Bid for the project and have reached an understanding on the following points with respect to each of the Parties rights and obligations towards each other and their working relationship.

BASIS THE MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. jointly Bid for the Project as a Consortium
 - b. sign the Contract Agreement with GMDA in case of award
 - c. provide and perform the supplies and services which would be ordered by GMDA pursuant to the Contract Agreement.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity. It shall relate solely towards GMDA for the Project to be performed and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards GMDA for the Project in accordance with the terms and conditions of the RFP and Contract Agreement.
- iv. _____(Name of Party) shall act as Lead Bidder of the Consortium. As such, it shall act as the coordinator of the combined activities of the Consortium and shall carry out the following functions:
 - a. to ensure the technical, commercial and administrative coordination of the Project
 - b. to lead the contract negotiations with GMDA
 - c. to receive instructions and incur liability for and on behalf of all Parties; and
 - d. In case of an award, act as channel for communication between GMDA and the Parties for execution of the Contract.
- v. That the Parties shall carry out all responsibilities in terms of the Project_____

vi. That the broad roles and the responsibilities of each Party as per each member's field of expertise at each stage of bidding shall be as below:

Party A: _____

Party B: _____

vii. That the proposed administrative arrangements (organisation chart) for the management and execution of the Project shall be as follows:

viii. That the profit and loss sharing ratio shall be _____

ix. That the Parties agree that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract Agreement until completion of the Project in accordance with the Contract Agreement.

x. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

xi. That this Agreement shall be governed in accordance with the laws of India and courts in _____ shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

Witness:

i. _____

ii. _____

Annexure-L Indicative Service Level Agreement (SLA's)

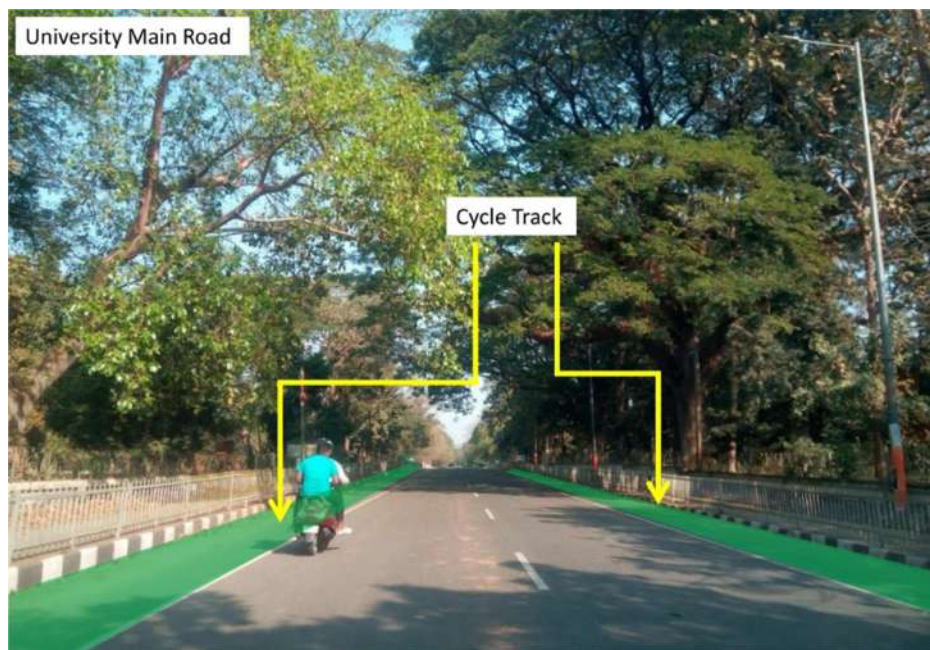
The indicative list of Service Level Agreements (SLA's) is given below.

	S. No.	Indicator	Explanation	Time	Acceptable Service Level	Penalty (in Rs.)
Cycle Distribution	1	High priority Stations – empty peak hours	Percent of the time that high priority stations are empty during peak hours	7-10am & 4-7pm	Should be less than 5% of total time of operation	20,000
	2	High priority Stations – empty non-peak hours	Percent of the time that high priority stations are empty during non-peak hours	Operating hours excluding peak hours	Should be less than 10% of total time of operation	10,000
	3	Low priority stations – empty peak hours	Percent of the time that low priority stations are empty during peak hours	7-10am & 4-7pm	Should be less than 15% of total time of operation	10,000
	4	Low priority stations – empty non-peak hours	Percent of the time that low priority stations are empty during non-peak hours	Operating hours excluding peak hours	Should be less than 20% of total time of operation	10,000
Availability	5	Cycle Availability	Average cycle fleet available per day	At 7 am or when the operations start in the day whichever is later	Should always be 95% or more of the total fleet size	10,000
	6	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 100% of the agreed hours of operation (unless permission has been granted by GMDA for otherwise)	10,000
Maintenance	7	Availability of the website and smartphone Application	% of total time in a month when website and smart phone App is not available	All through the month	The website and smart phone App are available for at least 90% of the time during the entire month	10,000
	8	Maintenance Schedule	Following the pre-determined maintenance schedule	All through the month	The maintenance schedule is followed more than 90% of times as pre-determined	20,000
	9	Station Cleanliness	Random checks by GMDA or its authorised representatives	Operating hours of the system	Station area should be cleaned at least once per day	5,000
	10	Percentage of cycle repaired within 4 hours of being flagged for repair by a user	Real-time IT Feed	Operating hours of the system	95%	5,000
IT Systems	11	Payment Processing	Real-time IT Feed	Operating hours of the system	99% of the transactions processed on the same day	10,000
	12	Transaction failure	Real-time IT Feed	Operating hours of the system	Maximum 1% transaction failure is acceptable	10,000

Annexure-M Detail of Cycle Track and User Information Sign Boards

Cycle Track

It is proposed to paint a Cycle Track on Guwahati University Main road which is about 1.5 kms. in length. The main road is made of bitumen and the lane for Cycle Track is sort of demarcated by a thermoplastic white colour line forming a boundary line of main carriageway. The picture of GU main road is shown below:



Proposed View

The main is road is about 1.5 kms. in length and at each end, entry/exit gates are located with security guards. The width of track on each side will be 1.5 meters approximately. It is required that the Cycle Track be painted with a special material which is flexible, skid resistance, tough, durable, polymeric coating, water resistant and can withstand environmental conditions of heat and rain. The minimum guaranteed life of the material used should be at-least 10 years. On-site application can be hot or cold applied methods. The colour pigments come in different varieties including red, blue, green colour which are most common. The Service Provider is required to take approval from GMDA and concerned stakeholders to finalise the colour scheme. The Service Provider shall submit the specifications of the material with cost estimates/BoQ/offer quotations to GMDA before start of on-site application work. As it is a non-SoR item (SoR – Schedule of Rates), appropriate procedure to get the product price should be followed. Cycle Tracks with such types of materials have been painted in few cities in India. Examples are shown below.



The paint colour must be dark. Dull colour is not desirable. The paint must not fade with environmental effects in short time period. Normal paints or thermoplastic based paints are also not desirable and should be avoided. Surface finish of the material must be rough. Glossy and slippery surface finish is not desirable.

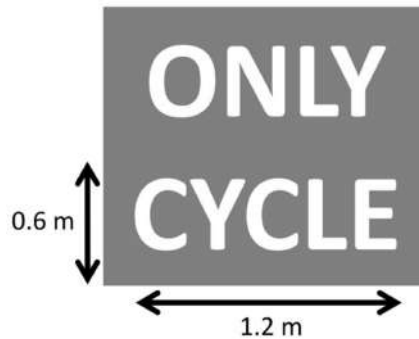
The Cycle Track must also have symbol of a cycle and text written 'ONLY CYCLE' (in capital English letters) painted with white colour Thermoplastic paint. SoR of PWD Assam can be referred for rates of Thermoplastic Paint. The details of Cycle Symbol and Text are as below:

1) **Cycle Symbol:** painted in white colour thermoplastic paint over the cycle track



A symbol shown here or the symbol shown in above images of painted cycle tracks can be adopted. Dimensions should be in proportion to the width of the cycle track. Dimension of 1.2 m x 1 m can be considered. 20 such symbols are required in total length (i.e. 10 on each side).

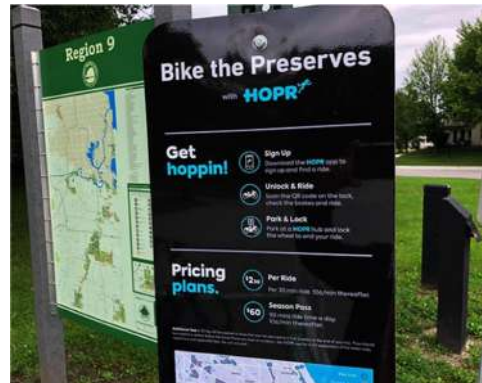
2) **'ONLY CYCLE':** painted in white colour thermoplastic paint over the cycle track



The above images are for reference purpose. The text 'ONLY CYCLE' should be painted in similar fashion. Dimensions of 1.2m x 0.6m may be considered. The letters must not be too long in length (i.e. not stretched out). There must not be large gap between words and letters. The appearance must look uniform. 20 such symbols are required in total length (i.e. 10 on each side).

User Information Sign Boards:

The purpose of User Information Sign Boards is to provide first-hand information about the System. The sign boards should be designed in a unique way and should immediately catch the attention of a passer-by. The sign boards should also act as location mark signifying presence of a docking station. It should be self-explanatory. It can have the area map and location of stations, showing the cycling route etc. with names of surrounding landmarks. It should, in brief give a promotional message about the system. Some examples are shown below:



WHAT IS BIKE SHARE?

Bike Share in 4 easy steps



SIGN UP



CHECK OUT



RIDE



DOCK

What do you think about a potential bike share system in Lawrence?
Go online to take the survey or suggest a station location!
www.lawrenceks.org/mpo/bikeshare



<p>1. Choose Select the bike you would like to ride to begin your trip.</p>	<p>2. Unlock Start your ride and unlock the bike using bluetooth or the bike's rear companion unit. After unlocking, remove the docking cable from the bike.</p>	<p>3. Ride Have fun! Use the on-bike lock and cable to lock the bike during the duration of your trip.</p>	<p>4. Return Bring your bike to a Zagster station and securely lock the bike. End your trip in the Zagster app.</p>





The Service Provider is required to design the user information sign boards in consultation with concerned stakeholders (i.e. Guwahati University, Assam Engineering College and Assam State Zoo), finalise the design, get them approved and then formally submit to GMDA with appropriate and justified cost estimates. The sign boards can be designed in unique and innovative manner resembling location specific requirements. SoR of Assam State PWD Roads department can be referred for approved rates of sign boards confirming to IRC standards.

Financial Bid

(to be printed on applicant's official letter head duly signed with seal, signed by authorized signatory)

Description of the Work: - **Engagement of Service Provider for Installation and Operation of Cycle Sharing System in Guwahati on PPP Model**

To

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
3rd Floor, STATFED Building, GMCH Road,
Bhangagarh, Guwahati – 781005

1. We offer to implement the project described above and remedy any defects therein in conformity with the conditions of Contract, specifications and Addenda for the sum(s) as mentioned below.

S. No.	Description	Offer Price (excluding GST) (in INR)	Presently Applicable GST Rate as on February 2020 (in %)	GST Amount on Offer Price (in Rs.)	Total Amount (in INR)
		A	B	C = (A x B)	D = (A+C)
1	Total Capital Cost for procurement, installation, testing and successful commissioning of Cycle Sharing System comprising of 300 Cycles and 30 Stations and other required infrastructure including establishment of a control system, maintenance workshop, development of a cycle track and installation of user information sign boards and other allied infrastructure and supplies.				

Total Project Cost (in Rs. _____)

(in words) Rupees _____ only

(The Total Project Cost shall be inclusive of all taxes including GST.)

2. We undertake, if our Bid is accepted, to commence the Works as soon as in reasonably possible after the receipt of the notice to commence and to complete the entire project comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of **180** days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ /2020

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____
_____ (in block capitals or typed)

Address _____

Witness _____

Address _____