

Request for Proposal

**Engagement of Agency for Design, Built, Operate &
Transfer Public Bike Sharing System
in NDMC area for a period of 9.5 years**

**Public Private Partnership (PPP) mode with Viability Gap Funding (VGF) or
Licence Fee**

Issued by

NEW DELHI MUNICIPAL COUNCIL, PALIKA KENDRA, NEW DELHI

NEW DELHI MUNICIPAL COUNCIL

**Request for Proposal Engagement of Agency
for Design, Build, Operate & Transfer Public Bike Sharing System
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BRIEF SCHEDULE OF BIDDING ACTIVITIES

The **New Delhi Municipal Council (NDMC)** invites Three Stage General Bid, Technical bid and Financial Bids from the prospective bidders for “**Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years**”. The concession period of 9.5 years will consist of two phases viz. implementation period of six months followed by Operation and Maintenance period of nine years thereafter. Brief Schedule of bidding activities is as below:

Date of issuance of RFP: 05th April, 2017

S. No	Information	Details
1	Earnest Money Deposit (EMD)	Rs 5,00,000 (Rupees Five Lakh only)
2	RFP document fee	Rs.10,000 (Rupees Ten Thousand only)
3	Last date to send in requests for clarifications	05:30pm on 11.04.2017 on the following email ids:- Exen.riv@ndmc.gov.in ser2.civil@ndmc.gov.in Ce.civil1@ndmc.gov.in secretary@ndmc.gov.in
4	Date, Time and Place of Pre-Bid conference	11:00 am on 12.04.2017 in NDMC Conference Hall, 3 rd Floor, Palika Kendra, Sansad Marg, New Delhi 110001
5	Release of response to clarifications would be available at	www.ndmc.gov.in and http://govtprocurement.delhi.gov.in
6	Last date and time for submission of bids (Bid Due Date)	26.04.2017 upto 03.00 pm
7	Technical Bid Opening Date & Time	26.04.2017 at 03.30 pm
8	Date for presentation	29.04.2017 at 11.00 am in Council Room, 3 rd Floor Palika Kendra, Sansad Marg New Delhi 110001

9	Financial Bid Opening Date and Time	To be informed
10	Address for communication and hard copy submission of documents / correspondence	Office of the Executive Engineer (R-IV) Civil Engineering Department Room No. 215, 2 nd Floor Shaheed Bhagat Singh Place Gole Market, New Delhi 110001

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from NDMC website www.ndmc.gov.in or from the Government of NCT of Delhi e-procurement website <http://govtprocurement.delhi.gov.in>. Interested eligible applicants may obtain further information from NDMC office. The project consists of works as mentioned in the RFP document. An applicant will be selected under the procedure as described in the detailed RFP. Conditional bids will not be accepted. NDMC has right to accept/reject any bid without assigning any reason. NDMC reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

Executive Engineer (R-IV)
New Delhi Municipal Council
Room No. 215, SBS Place,
Gole Market, New Delhi

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Disclaimer

The New Delhi Municipal Council has prepared this Request for Proposals (RFP) for Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years. The RFP is a detailed document with specific terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Public Bike Sharing System in NDMC. NDMC has taken due care in preparation of information contained herein and believes it to be accurate. However, neither NDMC or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on NDMC 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 NDMC any kind of error, misprint, inaccuracy, or omission.

NDMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of New Delhi Municipal Council) or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for New Delhi Municipal Council and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear

in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

New Delhi Municipal Council and its employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf New Delhi Municipal Council its, any consultants or otherwise arising in any way from the selection process for the Project.

New Delhi Municipal Council may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that New Delhi Municipal Council is in a position to furnish is limited to this RFP and the information available at the contact addresses given at S. No. 10 in the table under 'Brief Schedule of Bidding Activities', along with any amendments/ clarifications thereon. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the bidder as Concessionaire.

1. INVITATION FOR PROPOSAL

1.1 Introduction

1.1.1 NDMC intends to introduce a Public Bike Sharing (**PBS**) System to provide a low-cost, environmentally friendly mobility option to city residents. Bike sharing is a flexible system of personalised public transport. Bikes are available in a closely spaced network of semi-automated stations. Users can check out Bikes at one station and return them to any other station in the network.

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

The stations would cover the proposed catchment area and desired destination so that the first and last mile connectivity to people living and visiting in the catchment area is provided for. Importance will be given to place stations near important commercial, cultural, educational, administrative, and residential and tourist attraction points in the catchment area.

A Hybrid System is proposed for Public Bike Sharing. The stations may be manned by station attendants; however the operations of each station are communicated to the Central Control System using card verification devices. The central control system collects data from each station for efficient planning and operation of the system. This data is used to make decisions on redistribution of Bikes around stations during the hours of operations. The Public Bike sharing system may also be integrated in future with the fare collection system of the Public Transport system in city / including DMRC through the ITS system to aid the multimodal integration.

The Bike Sharing System proposed will have minimum 500 Bikes spread over minimum 50 stations in the NDMC area. The project will be implemented by the concessionaire within a time period of 6 months from the date of signing the agreement. However, number of Bikes or/and stations can be increased with mutual consent of NDMC and concessionaire but the cost of the same shall be borne by the concessionaire.

1.1.2 NDMC hereby requests interested Parties to respond to this call for Request for Proposal Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area

for a period of 9.5 years. The concession period of 9.5 years will consist of two phases viz. implementation period of six months followed by Operation and Maintenance period of nine years thereafter. The terms of payments, investment and revenue generation would be as detailed below:-

1.1.2.1 The Capital and operational Cost of the project has to be borne by the concessionaire. Capital costs includes total cost of the system—including stations, docks, bikes, redistribution equipment, the control center, and other equipment. Operating and maintenance shall include the cost of operation, daily maintenance, repairing, spare parts, consumables and other expenses to be borne by successful applicant implementing the project including the marketing expenses to fulfill the service level standards under this RFP and of internationally known standards. NDMC will either pay Viability Gap Funding (VGF) to the concessionaire per bike per year upto 500 bikes **OR** the concessionaire will pay licence fee to the NDMC per bike per year, depending upon the financial bid of the successful applicant, as the case may be. The payments will be made on quarterly basis. Detailed instructions on Viability Gap Funding (VGF) to be paid to the concessionaire by NDMC or license fees to be paid by the concessionaire to NDMC are given in this RFP document.

1.1.2 The Concession period shall be for a period of 9.5 years (nine and a half years) from the date of signing of the agreement. This Concession period of 9.5 years (nine and a half years) is divided into two phases viz. first phase - Implementation period of six months from the date of signing of agreement, and second phase - Operations and maintenance period of remaining nine years thereafter. During the concession period, the concessionaire is:

- either entitled to receive Viability Gap Funding (VGF) per bike per year upto 500 bikes from NDMC, or will pay licence fee to the NDMC per bike per year for all bikes, from the Commercial Operations Date, depending upon the financial bid of the successful applicant, as the case may be. The payments will be made on quarterly basis;
 - entitled to retain Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of Bikes under the RFP to the users;
 - entitled to retain Advertisement Revenue/ Sponsorship Contract Revenue: The concessionaire will be given the rights to sell advertisement space on the station/docking/bike system. This include advertisement space on Bikes and station infrastructure like digital panels and docks at the station and redistribution vehicle. Alternatively, the concessionaire may sell sponsorship contract to the system to a single entity. The Single entity sponsor/ exclusive branding like “CitiBike” of NEW YORK model is allowed, however, NDMC reserves the right to approve the name of the Scheme.
- Illustration **Annexure- L;**
- Cycling Event: The Concessionaire will be given the rights to conduct weekly / fortnightly/ monthly/ annual cycling event in NDMC, with the approval of NDMC. The profits made from such events will only be used to run the PBS system;
 - CSR Funding: The Concessionaire is given the rights to tap into CSR funding of private organizations to fund the operations of the system.

1.1.3 Support from NDMC: NDMC will develop bike track infrastructure which will be a mix of physically segregated lanes, painted lanes and signalized shared routes.

1.1.4 The location for the Bike stations will be determined by NDMC in consultation with the selected concessionaire. Importance will be given to providing stations along the dedicated corridor accessed as per the catchment area. Indicative list of proposed station and locations map at **Annexure -A**.

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

1.1.6 Viability Gap Funding (VGF) or license fees has to be quoted by the Bidder in its financial bid on the basis of Capital Cost and Operating and Maintenance cost by factoring all the Revenue streams highlighted in the RFP. Viability Gap Funding (VGF) or license fees quoted by the bidder will be paid by NDMC or the concessionaire, as the case may be, on the basis of per bike per year. Detailed instructions on Viability Gap Funding (VGF) or license fees are given in the RFP document like in clauses 2.3, 3.2.3, 3.3.3, 10. The Viability Gap Funding (VGF) is to be paid by the NDMC to the concessionaire or licence fees is to be paid by the concessionaire to the NDMC, as the case may be, every quarter.

1.1.7 A “three stage” evaluation process will be followed for selection of the concessionaire. The bidder who fulfill the eligibility criteria as pre qualification specified in the RFP, will be evaluated for further evaluation stages as below

1. Stage I - Technical bid evaluation- the bid shall be evaluated as per the procedure stipulated in clause 7.6 of the RFP. Minimum qualifying score for technical bid is 70 marks (seventy marks).
2. Stage II - qualified bidders from stage I will be asked to provide proof of concept performance evaluation within 30 days of issuing the letter. Four bikes, one station, four docks, one terminal and one advertisement panel has to be installed for proof of concept in NDMC area for actual performance test. The bidder has to provide demo IT system proposed in the project. All the items shall adhere to the minimum technical qualifications stipulated in the RFP.
3. Stage III - Financial Bids of only those bidders who succeed in stage II shall be opened.

1.1.8 The RFP document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirement.

2. PROJECT BACKGROUND

2.1 About NDMC

NDMC is one of the five urban local body in National Capital Territory of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25th March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. The NDMC is governed by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Member of Legislative Assembly of New Delhi and Delhi Cantonment Assembly Constituency.

NDMC consists of nearly 3% of the area of Delhi with 2.5 lakh of the resident population. There are about 16-20 lakhs floating population in daytime which poses challenge for managing the civic services the area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi, the area which was historically regarded as the centre of Union of India. It also consists of important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and others. In addition to this, NDMC area also comprises of the Embassy area. The strategic geo-political location of the NDMC area and its history makes the area extremely important. Efficient functioning of the municipal body is, thus, extremely important.

NDMC's main responsibilities are –

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution organization for water and electricity. Its municipal solid waste is 100% scientifically disposed off.

NDMC's TRANSFORMING INTO A SMART CITY

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Challenge Phase I.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

"To be the Global Benchmark for a Capital City"

2.1.1 Definitions

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

- i. 'Arbitration Tribunal' means a panel composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts, as per the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii. 'Authorised Fleet' is the number of Bikes in operation as defined by NDMC.
- iii. Bid Process means the process of selection of the Concessionaire through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
- iv. Bid means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof, including Qualification Proposal, eligibility proposal, technical proposal and financial proposal, along with all other documents forming part and in support thereof.
- v. Bidder means any firm, including a sole proprietor or a partnership firm, or a company or a Consortium, who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.
- vi. Collection is a set of processes designed for the reception, consolidation, transportation and deposit of the moneys derived from the Public Bike Sharing System.
- vii. Commercial Operations Date (COD) is the actual date on which the Public Bike Sharing System will begin to serve users under the Contract and to commence the PBS system in NDMC area. In any case, such COD shall not be later than six months from the date of signing of the agreement.
- viii. Consortium shall mean an association of two (2) or three (3) entities / firms formed especially for the purpose of bidding for this RFP.
- ix. Concession Period is the nine and half year (9.5 year) period start from the date of signing of agreement. This is in two phases (i) First Phase - Implementation Period of six months from the date of signing of agreement, and (ii) Operations and Maintenance Period - remaining nine years period after the implementation period. **The Concession period will expire with efflux of time, and no renewal will be allowed. In any case, the total concession period shall not exceed 9.5 years from the date of signing of the agreement.**
- x. Control Centre means the central facility of the Public Bike Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Public Bike Sharing System as well as from users, agents, employees, and concessionaire.
- xi. Public Bike Sharing System or System means a personal public transport system consisting of a network of Bikes and stations in which a user can check out a Bike at any station using an RFID-based smart card and return the Bike to any other station and in which information is tracked in real-time using an information technology system. It refers to the hardware, software, and premises associated with this RFP for NDMC that is being implemented by NDMC.

- xii. **Bike** means a Bike that meets the Technical Specifications described in this RFP and is to be procured, maintained, and operated as part of the Public Bike Sharing System by the Concessionaire in accordance with the terms of this RFP.
- xiii. **Depot** is the area equipped with facilities and equipment for general management, repair, maintenance, cleaning, and parking of Bikes and stations for the Public Bike Sharing System. The depot may be included with the Control Centre or at a different location.
- xiv. **Dock/ Locking bar** means a physical unit for locking a single Bike at a station when the Bike is not in use.
- xv. **Fleet** means the number of Bikes that are available for use in the Public Bike Sharing System in accordance with the provisions of this RFP Document. The Fleet on a given day is the sum of all Bikes that are in a good condition of repair and are available for commercial service for at least 14 hours during the respective 24-hour period.
- xvi. **Membership** means an agreement between the Concessionaire and a customer for a specified period of time in which the customer gains access to the Public Bike Sharing System.
- xvii. **Member** means a customer who has entered a Membership agreement with the concessionaire.
- xviii. **Payment Period** is the period for which an invoice has been submitted by the Concessionaire for the service operated by the concessionaire. This shall be, unless otherwise modified, a period of three months.
- xix. **Project Asset** means Stations, Bikes, the Control Centre, and other facilities created as part of the Public Bike Sharing System.
- xx. **Redistribution** is the activity of a Bike being moved by the Concessionaire (normally from station to station or station to depot) using a redistribution vehicle.
- xxi. **RFP and/or RFP Document** means Request for Proposals and refers to this Document, and all corrigendum, amendments, clarifications, etc. issued thereon.
- xxii. **Ride** is a trip taken by a registered customer of the Public Bike Sharing System in which a Bike is checked out from one Station and returned to another Station. "Trip" also means the same.
- xxiii. **Service Certificate** means a document that accredits compliance by the Concessionaire with all requirements established in the contract to allow the Public Bike Sharing System to begin operations.
- xxiv. **Concessionaire** shall mean the Bidder who won the Bidding process of this RFP and to whom a Letter of Acceptance is issued by NDMC and Concessionaire Agreement to operate the Public Bike Sharing System is entered with.
- xxv. **Concessionaire Agreement** or simply "Provider Agreement" or the "Agreement" or the "Contract" means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between NDMC and the Concessionaire through which NDMC will grant the rights to the Concessionaire to install and operate the NDMC Public Bike Sharing System during the period of the Agreement as per this RFP document.
- xxvi. **Concessionaire Facilities** means the facilities and equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract, including control centre, stations and depots.
- xxvii. **Standby Bikes** means the number of additional Bikes that the Concessionaire shall procure and maintain to ensure that the size of the operational Fleet is equal to or greater than that of the Authorised Fleet at all times.

- xxviii. Station means a unit with a user terminal and docking positions where users can rent and return Bikes and avail of system information that meets the Technical Specifications described in this Agreement.
- xxix. Training and Testing Period is the period preceding the Commercial Operations Date during which Concessionaire shall demonstrate the functionality of the Public Bike Sharing System.
- xxx. Vandalism means destruction of or damage to a Project Asset deliberately

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 Clause.

2.2 Locations of Bike stations and bike route

List of indicative bike stations and their indicative locations on NDMC map are placed at **Annexure -A**.

2.3 Project Structure, Source of Funds and Source of Revenue

The project Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years is conceived as PPP project with Viability Gap Funding (VGF) or license fees. During this period, the concessionaire is:

- either entitled to receive Viability Gap Funding (VGF) per bike per year upto 500 bikes from NDMC, or will pay licence fee to the NDMC per bike per year for all bikes, from the Commercial Operations Date, depending upon the financial bid of the successful applicant, as the case may be. The payments will be made on quarterly basis;
- entitled to retain Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of Bikes under the RFP to the users;
- entitled to retain Advertisement Revenue/ Sponsorship Contract Revenue: The concessionaire will be given the rights to sell advertisement space on the station/docking/bike system. This include advertisement space on Bikes and station infrastructure like digital panels and docks at the station and redistribution vehicle. Alternatively, the concessionaire may sell sponsorship contract to the system to a single entity. The Single entity sponsor/ exclusive branding like “CitiBike” of NEW YORK model is allowed, however, NDMC reserves the right to approve the name of the Scheme. Illustration **Annexure- L;**
- Cycling Event: The Concessionaire will be given the rights to conduct weekly / fortnightly/ monthly/ annual cycling event in NDMC, with the approval of NDMC. The profits made from such events will only be used to run the PBS system;
- CSR Funding: The Concessionaire is given the rights to tap into CSR funding of private organizations to fund the operations of the system.

2.3.1 End of the Concession Period

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

1. Movable assets created at Station/Depot/Workshop, removal of which will not damage the infrastructure therein, shall be the property of the concessionaire and he shall remove them from these sites and take away within 15 days of expiry of the concession period, failing which they will become the property of NDMC and shall be transferred to the NDMC or any agency/firm authorised by NDMC.
2. Immovable assets at Station/Depot/Workshop will become the property of NDMC and shall be transferred to the NDMC or any agency/firm authorised by NDMC.

3. Scope of Work

The project is contract will be for design, procurement, installation, operation and maintenance of the Public Bike Sharing System in the NDMC. Concessionaire need to provide integrated and innovative solutions for the Public Bike Sharing System, including all the hardware, software and system solutions along with operation of the system. The ITS system of the system may also required to be tied in / synced with the Control IT system of NDMC. The agency would be required to provide IT system of open sourced.

The Service contract will be granted for a period of nine and half years (9.5 years) starting from the date of signing of agreement. This is in two phases (i) First Phase - Implementation Period of six months from the date of signing of agreement, and (ii) Operations and Maintenance Period - remaining nine years period after the implementation period. The Concession period will expire with efflux of time, and no renewal of the service contract will be allowed. In any case, the total concession period shall not exceed 9.5 years from the date of signing of the agreement.

The indicative list of Proposed Bicycle station and indicative locations map are given in **Annexure 'A'** for reference.

The Concessionaire's Scope of work includes:

3.1. Planning and installation

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

- A dense network of stations across the coverage area, at potential points such as Metro Stations, Bus Stand, markets, office complexes, institutions, tourist destinations, parks and residential areas as per the indicative list.
- Comfortable, commuter-style bicycles with specially designed parts and sizes that discourage theft and resale.
- A fully automated locking system that allows users to check bicycles easily in or out of bike-share stations.
- A wireless tracking system, such as radio-frequency identification devices (RFIDs), that locates where a bicycle is picked up and returned and identifies the user.
- Real-time monitoring of station occupancy rates through wireless communications, such as general packet radio service (GPRS)
- Real-time user information through various platforms, including the web, mobile phones and/or on site terminals.

3.1.1. System Planning

The concessionaire shall conduct activities not limited to:

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

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

3.1.2. Station Installation Plans

The Concessionaire will conduct site surveys and provide detailed drawings for each station showing the layout and positioning of the station relative to existing street elements. The Concessionaire will submit the proposed station positions and layouts to NDMC for approval. The NDMC will clear the approved site within 15 days of receiving complete proposal from the Concessionaire and will create a paved, level surface thereafter on which the Concessionaire may install the Station. Foundation and other infrastructure work will be the responsibility of the concessionaire. The complete implementation of PBS in NDMC area shall be completed in six months from the date of signing of the agreement. The system installation will be divided into 3 sub-phases within the maximum implementation time of six month.

Phase 1 (First Three months): Finalization of Technical Specifications and Ground Testing of 10 Stations

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

Phase 2 (Fourth and Fifth month): Installation of remaining 40 stations

Within five months from the date of signing of the agreement, the concessionaire will complete installation of all 50 stations. During this period, the system need not be open to the general public. This period is used to ensure that once the system is launched, it will run without any operational glitches.

Phase 3 (Sixth month): User Generation Campaign and Formal Launch of the system

Within six months from the date of signing of the agreement, the concessionaire will start the Commercial Operations after formal launch of the PBS system. Atleast four weeks User Generation Campaign shall be undertaken by the Concessionaire before formal launch of the system, as soon as the system is able to run efficiently. During this period the concessionaire should actively try to engage the people of New Delhi in understanding the operations of a PBS and also generate memberships to the system.

3.2. Bikes

3.2.1. Technical standards

- Technical specifications for the Bikes should at least meet the “Minimum Technical Standards” as given in Clause 4.
- The concessionaire will procure such bikes manufactured not earlier than six (6) months before the date of signing of the Concessionaire Agreement between NDMC and the concessionaire. The bikes for NDMC shall not have been put to commercial use anywhere previous to the Commercial Operations Date, except as provided in this RFP.
- The Bidder will present prototype Bikes for the Public Bike Sharing System to NDMC for inspection. NDMC will have the right to review all parts of bikes / station / docks, the hardware and software to ensure they meet all the technical criteria as specified in the RFP. A prototype which may have features over and above the prescribed minimum standards, will be accepted by NDMC.
- If NDMC find any discrepancy between the prototype bikes for NDMC and the technical specifications of the bikes submitted in the technical bids by the bidder, and then the bidder will have to replace the prototype with in 15 days as per the direction of NDMC. The final designs will be subject to approval from NDMC. After receiving approval on the final design, the Bidder have to proceed to manufacture/ acquire the Bikes, Stations, docks, etc.
- The Bidder will make suggestions on the colours and branding of the Bikes and stations. These recommendations may be duly considered by NDMC. The final decision rests on NDMC and no additional branding components / colour scheme of any kind will be added to this design by the bidder.

3.2.2. Number of Bikes- Fleet Size

- The concessionaire will procure Bikes as per the Authorised Fleet size set by NDMC i.e. 500 Bikes, each of which shall comply with the technical standards as specified in Clause 4.
- The concessionaire will procure and maintain Standby Bikes to ensure that the operational Fleet size remains above the Authorised Fleet.
- The authorised fleet will be provided and maintained by the bidder as per the timelines agreed.

A review of the Authorised size of the system will be triggered at any point the average number of rides in the system crosses the condition given below:

- If $r / f > 6$, the Authorised Fleet size can be increased by an increment specified by NDMC within 60 days from the written letter issued by NDMC to the concessionaire during the contract period.
- If $r / f \leq 6$, the Authorised Fleet will remain the same.

Where,

r is the average number of Rides per day during the previous 30 days and

f is the average Fleet (number of bikes in operation) per day during the previous 30 days.

3.2.3 In addition to the above-mentioned mandatory increase in size of the Authorised Fleet, the concessionaire is free to increase the number of bikes / docks/ stations as per PBS system requirement. The Viability Gap Funding / Licence Fee will be dealt in the following manner in case of such mandatory/optional increase in number of bikes:

- (a) NDMC will only pay Viability Gap Funding to the concessionaire for 500 bikes or bikes in actual operation, whichever is less; or
- (b) the concessionaire will be required to pay licence fee for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is more,

as the case may be, depending on the financial bid of the concessionaire.

3.3. Stations

3.3.1. Technical Specifications

Technical specifications for the station specific equipments, docks hardware and software components of the Public Bike Sharing system in NDMC area should at least meet the “Minimum Technical Standards” as given in Clause 4. The station shall be Modular type automated terminals and docks.

The concessionaire will procure such equipment manufactured not earlier than six (6) months before the date of signing of the Concessionaire Agreement between NDMC and the Bidder. The equipments shall not have been put to commercial use anywhere previous to the deployment in this project.

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

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

The Bidder will make suggestions on the colours and branding of the Bikes stations. These recommendations may be considered by NDMC. The final decision rests on NDMC and no additional branding components / colour scheme of any kind will be added to this design by the bidder.

3.3.2. Minimum Hours of Operation

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

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

3.3.3. Number of Stations

Minimum 50 numbers of Stations is to be installed by the concessionaire. Each station should comply with the technical standards as specified in Clause 4. However if Concessionaire wants to increase the number of Station as per its requirements, same can be done at the cost of concessionaire after a written prior approval from NDMC. The Viability Gap Funding / Licence Fee will be dealt in the following manner in case of such optional increase in number of bikes:

- (a) NDMC will only pay Viability Gap Funding to the concessionaire for 500 bikes or bikes in actual operation, whichever is less; or
 - (b) the concessionaire will be required to pay licence fee for all the bikes deployed in the Authorised Fleet or bikes in actual operation, whichever is more,
- as the case may be, depending on the financial bid of the concessionaire.

- The system proposed by the Concessionaire will install Stations as per the timelines.
- The number of units required for some of the essential station components/ infrastructure are detailed below in Clauses 3.3.4 to 3.3.5.

NDMC may ask the concessionaire to install additional station(s) with minimum 10 bikes at each station, over and above 50 stations to be installed by the concessionaire depending on its requirement. The concessionaire shall install such additional stations within 30 days of receipt of letter in writing from NDMC. NDMC will either pay Viability Gap Funding to the concessionaire, or the concessionaire will pay the licence fee to NDMC, as the case may be, at the same rates for every bike in every such additional station(s).

3.3.4. Number of Docks/ Locking posts

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

$$d \geq 2 * f$$

Where,

- d is the number of docks at each station designated for the Bikes of the system, and
- f is the Authorised Fleet at the station

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

$$D \geq 2 * F$$

Where,

- D is the Total number of docks in the system
- F is the Total Authorised Fleet size for the system

3.3.5. Number of Interactive terminals- Device for Check in and check out/ card verification

This is the hardware required by the station attendants to validate the user into the system and out of the system. This system will be connected to the central control system. Functionalities of the equipment is listed in the Technical specifications given in Clause 4. There will be at least **one device/ station** to be handled by station attendants. High priority stations where a higher demand is expected, the concessionaire may decide to provide more attendants and devices. The concessionaire may also decide to procure a few extra devices to act as back up.

3.4. Central Control System

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

The concessionaire should:

- provide for software to aid in monitoring of the system including details like total and in operation Bikes, docks at each station, etc.

- provide Software which will be able to aid the concessionaire in tracking stations and enabling efficient redistribution of Bikes across stations.
- provide Software which will be able to help in system planning and expansion.
- procure software and hardware for the processing of customer payments via different modes.
- procure the hardware and software, which should meet the “Minimum Technical Standards” as given in Clause 4.
- provide a physically staffed central control room to house the central control system, which will have computer terminals and communications equipment allowing Concessionaire staff to monitor system status.
- borne maintenance, payment of electricity bill and all other related expense of the space provided. Preference should be given to solar cell power stations.

3.5. Redistribution

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

3.6. Depots/ Workshops

NDMC shall provide the adequate Depot/Workshop space for spare Bikes, Stations, Bikes repair, equipment and Parking space for redistribution vehicles, subject to availability of space. Such space should only be used for the purpose prescribed in this RFP document, and not for any other purpose.

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

Such location should be accessible and appropriately equipped to manage the Public Bike Sharing System. Equipment for maintenance & repair of Bikes is to be borne by the concessionaire.

3.7. Registration of Users

Registration on Aadhar Card basis for Indian Citizens and on Passport basis for foreign nationals. is a necessary precondition to gain access to the PBS system. All users are required to register with the system using a valid ID proof i.e. Aadhar Card for Indian Citizens and Passport for foreign nationals. Each

user then will be issued a personalised card which will have their name printed on it. Each card is linked to a person's id in the system making it easy for the concessionaire to track the system usage of each user. Linking of individuals to smart cards is necessary for the system to identify and track the user who has borrowed the Bikes from the system, thus reducing the probability of theft and vandalism.

Two centres around the bike track in NDMC area will be identified by NDMC along with the concessionaire, where registration may be undertaken. In addition to this, help-desk at existing NDMC Citizen facilitation centres may be set up by the agency for registration purpose. The users will have to go to these notified centres with valid id proof and the required security deposit (security deposit along with the fare structure is detailed out in **Annexure C**) to register with the system and be issued a smart card. However digital means should be promoted as the first means of registration.

3.8. Fare Collection System

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

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

3.9. User Information System

Concessionaire need to develop an Integrated Website for PBS and establish a smart-phone app for the system which will help users both static and real time information about the system. Concessionaire shall provide adequate mechanism for integration of such App with NDMC 311 mobile App. Also, enabling provisions be made in the system to integrate such information with any other system of NDMC, DMRC, DTC, Indian Railway etc. and concessionaire will provide adequate support for same without any extra cost.

3.10. Advertisement Space

The Concessionaire will only use available designated branding/advertising spaces on the Bikes, stations and redistribution vehicle as per approved by NDMC and defined herein RFP.

The rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the Concessionaire but NDMC will have the final right of approval on the same. The specifications of the advertisement panel are given in system specifications detailed in Clause 4.

3.11. Marketing and User Education

The Concessionaire will be responsible for carrying out ongoing marketing activities to promote use of the Public Bike Sharing System NDMC and user education of the system. Before and after the Commercial Operations Date, the Concessionaire will carry out marketing activities to promote the system and increase membership.

3.12. Data Reporting

During the Operation Period:

- The concessionaire shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be accessed by the NDMC or its representative. The real-time data shall be in such a format that the NDMC shall be able to evaluate the performance of the Concessionaire against the Service Levels set forth in this Agreement.
- The concessionaire shall no later than 7 (seven) days after the close of each month, furnish to the NDMC a monthly report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. This report will help NDMC to understand how much service charge accrues to the concessionaire for that month's operation standards.
- The concessionaire shall no later than 14 (fourteen) days after the close of each quarter furnish to NDMC a Quarterly report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion plans of the system. This will include details of stations with maximum and lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service including potential location where the PBS system can be expanded to.
- NDMC may request the concessionaire for any additional information other than the real-time data if need be.
- NDMC will have complete ownership on the data on real time basis.

3.14. Maintenance

The Concessionaire needs to ensure that the Bikes and all other assets of the system are regularly maintained on a regular basis on global standards basis in a workman like manner. The Concessionaire is required to do a maintenance check on every station of the system at least once a week to ensure the quality of the station infrastructure and the Bikes of the system. The Maintenance checks are not to be conducted during hours of operation of the system Bikes which require more than on-station maintenance and such bikes should be taken to the Depot for repairs and be replaced with Bikes from the stand by fleet to ensure that the maintenance do not clash with regular operations of the system. Information of the problems that were addressed at each station with regard to Bikes and other infrastructure needs to be properly recorded and entered into the central data base.

The exact maintenance schedule will be finalized in consultation with NDMC time to time by the concessionaire and final decision of NDMC in this regards is binding on concessionaire.

3.15. Legal

The concessionaire shall:

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

Clause 4. Minimum Technical Specifications

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

4.1.Bike

S. No.	Bike-Minimum Specifications
1	One-Size Fits all with Step Through Frame
2	Visible difference of the Bike from regular Bikes in the market through design, specially designed parts and sizes that discourage theft and resale
3	Seat Adjustable without any tools
4	Sturdy, lightweight Frame
5	Integrated Lock (QR code based) + KickStand
6	Front mounted porous Basket with a minimum capacity up to 5 kg
7	Ad Space on the sides of the Bike- one side branding of PBS scheme other side advertisement (Illustration enclosed at - Annexures L and M)
8	Simple reliable braking system- front and rear drum brakes with internal wires Disk, cantilevers and V break avoided.
9	Simple gear system with a minimum of 3 speed gear
10	Rust and Graffiti Resistant
11	Front and Rear mud guards with fenders, chain guard The cycle may have a provision for installation of advertisement over the front and rear wheel and in the frame.
12	Enclosed mechanisms
13	Automatic front and rear LED lights powered by a hub dynamo
14	Bell

15	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, pedals, and both ends of the cycle.
16.	Light weight body preferably aluminium alloy (net weight range 15 to 25 kg)
17.	Single Seat - Scope of few tandem bikes may be incorporated near tourist circuits after approval from NDMC.
18.	Tubeless tyre- solid or puncture resistant with wide profile, should be avoided to protect against theft
19.	RFID tag for compatibility with dock
20	In-built GPS, GSM & WPAN modules for on and offline communication with smart boxes and central server with anti theft alarm.
21	Rear wheel chain guard to protect cloth trap
22	Front and rear lights automatically on at all times when the bike is in motion powered by a generator. If the front wheel stops rotating such as when you stop at a stop sign, the lights will remain illuminated but only for a short time. Frame should be unisex and seat should be adjustable

4.2 Station

S. No.	Station - Minimum Specifications
1.	A fully automated docking system that allows users to check bikes easily in or out of bike stations
2.	Modular design- easy to construct and dismantle. Station location can easily be changed.
3.	Station size to be in multiples of bikes - space for each bike to be approximately 2 meters long and 0.7 to 1.25 mtr width based on actual dimension of the bike and space feasibility
4.	Fully automated stations are preferable. Attendants/CCTV cameras etc may be incorporated by the Concessionaire for ensuring safety.
5.	One side digital panel for Advertisements and other side interactive panel for information's of PBS system at each station as per detail given in Annexure 'S'
6.	Interactive Panel for display of system information, registration of users, cash or card transactions, issue of fresh smart cards.

7	Rust and Graffiti Resistant design of docks/ locking posts and advertising panels
8	Modular station that do not require excavation and trenching.
9	Station should not impede pedestrian or vehicular traffic

4.3 Docks

S. No.	Docks- Minimum Specification
1.	Separate docks for each Bike.
2.	Capacity- number of docks to be double than the number of authorised bikes at each station, to ensure availability of parking space as explained at 3.3.4
3.	Locking Mechanism for the bike will be QR based. User should be able to unlock the bike by using QR code issued with app based registration. Once the bike is placed in the dock, it will auto lock and calculate time and fare. Lock is integrated with the check-in and check out device.
4.	System Bikes are always locked on to docks.
5.	Simple design consuming minimum space
6.	Rust and Graffiti free material
7.	Guaranteed life of at least 5 year

4.4 Interactive terminals- Device for Check in and check out/ card verification

S. No.	Interactive terminals – Minimum specifications
1.	Interactive terminals where users can get information about the system and check in and check-out bikes. Illustration at Annexure Q
2.	GPRS enabled. Able to communicate real time information to the Central control Room and each dock.

3.	Reads Smart cards and indicates validity of the card and availability of minimum balance within 5 seconds
4.	Communicate information with each dock about bike unlocking-locking details and Transmits information about user ID and time of check in and check out to the Central Control Room
5.	Able to communicate with the control room check in and check- out bikes at the station and number of bikes available at any given point at the station.

4.5 Central Control System

S. No.	Central Control System- Minimum Specifications
1.	Connected to all the registration centres and station check in and check out equipment and docks at the stations
2.	Able to compile information at station level and system level
3.	Real time monitoring of station occupancy rates through wireless communications.
4.	Able to use the Bike and dock availability information to make decision on redistribution of Bikes
5.	To be integrated with central command and control room of NDMC. Able to provide real time information of the system to NDMC
6.	Able to receive and save all records on a searchable database
7.	Guarantees data security as per Indian law and international best practices
8.	Open book policy i.e. NDMC shall have access to all data collected and transmitted by the system. All data is the property of NDMC
9.	Central Computer System should be upgraded and maintained real time
10.	System may be integrated with the ITS system of the city public transport in NDMC
11.	The Contractor will provide reports to NDMC in accordance with an agreed upon schedule or on request.
12.	Physically staffed Office space housing the central control system

13.	Computer terminals and communications equipment allowing Concessionaire staff to monitor system status
14.	Call centre clause: The concessionaire shall provide a call centre number for queries and feedback for the system.
15	Real time monitoring of station occupancy rates through wireless communication such as GPRS
16	Real time user information through various platforms including Web, Mobile Phones and onsite terminal

4.6 Redistribution vehicles

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

4.7 Space for Depots/ Workshop (to be provided by NDMC)

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

4.8 Registration System

S. No.	Registration System- Fully digital - Minimum Specifications
1	Enabled to collect ID proofs and other required documents to register a user to the

	System- online and offline
2	Enabled with the required equipment or technology to issue a new user id to new Customer- online
3	Enabled to issue personalised cards with user id and information for ID proofs linked to the card - online and offline
4	Enabled to collect and return security deposits
5	Enabled to handle electronic (including card) and cash transactions for subscription fees and top up of smart cards.
6	Enabled to link the transactions to the relevant user id.

4.9 User Information System

S. No.	SmartPhone App- Minimum qualification
1	SmartPhone apps provided for at least the Android and IOS Operating System
2	Should be able to provide information about the system- static and real time for the ease of the user
3	Should be linked to Google maps
4	Should integrate information of the Public Bike Sharing system with the NDMC 311 App
5	Should have enabling feature to integrate the information of PBS System with other systems of DTC, DMRC, Indian Railways, etc.

5. INSTRUCTIONS TO THE APPLICANTS

This clause includes all the important information related to RFP document required to bid for this project

A. GENERAL

5.1 General Information and Guidelines

5.1.1 NDMC invites online bids through this Request for Proposals (“**RFP document**”) from eligible Applicants as per the scope of work defined in this RFP document. RFP document means this RFP document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda/deletion, modification to this RFP document and all other such documents.

5.1.2 Any contract that may result from this bidding process will be effective from the date of Signing of the Concession Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of nine and a half years.

5.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the NDMC nor confer any right on the Applicants, and the NDMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.

5.1.4 Applicants may carry out Project Site visits/ inspections/ testing at their own cost.

5.1.5 Applicant / Concessionaire has to ensure that the general public/ tourist/ visitors are not hindered in any manner while carrying out survey, execution, operations and maintenance of the project.

5.1.6 All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by NDMC on the basis of this RFP document.

5.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Concession Agreement has been executed by or on behalf of NDMC. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Applicant. NDMC may cancel this public procurement at any time prior to signing of formal written Concession Agreement by NDMC and successful bidder.

5.1.8 This RFP document supersedes and replaces any previous public documentation and communication. Applicants should place no reliance on such communications.

5.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

5.1.10 The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs only) in accordance with the provisions of this RFP document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Banker's Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee acceptable to the NDMC, as per format at **Annexure E**.

5.1.11 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant. Where a demand draft is provided, its validity shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, for the purposes of encashment by the NDMC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Applicant except in the case of the Preferred Applicant whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

5.1.12 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

5.1.13 The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.

5.1.14 The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.

5.1.15 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.

5.1.16 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.

5.1.17 The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour

(Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.

5.1.18 The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.

5.1.19 Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Applicant shall also enclose CV's of the key persons including tasks assigned to them.

5.1.20 The Concessionaire shall be responsible for the operations and maintenance as per the terms set out in the RFP document.

5.1.21 If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project, such changes shall be carried out without any cost. The quantities of hardware and software items as mentioned in this RFP document are indicative.

5.1.22 An Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Applicant or Concessionaire, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Concession Agreement and without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have thereunder or otherwise, the Letter of Acceptance or the Concession Agreement, as the case may be, shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

5.2 Change in Ownership

5.2.1 By submitting the Bid, the Applicant acknowledges that the Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In

such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. Consortium member whose experience shall be counted will hold equity share capital representing not less than 26% (twenty six per cent) of the stake in the Consortium. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Concession Agreement, be deemed to be a breach of the RFP document / Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

5.2.2 By submitting the Bid, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Applicant shall be deemed to have knowledge of the same and shall be required to inform the NDMC forthwith along with all relevant particulars about the same and the NDMC may, in its sole discretion, disqualify the Applicant or withdraw the letter of agreement from the Selected Applicant, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement or otherwise.

5.3 Cost of Bidding

The Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.4 Site visit and verification of information

5.4.1 Applicants are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

5.4.2 It shall be deemed that by submitting a Bid, the Applicant has:

1. made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
2. received all relevant information requested from the NDMC;
3. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - existing facilities and structures;
 - conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
 - conditions affecting transportation, access, disposal, handling and storage of materials;
 - all other matters that might affect the Applicant's performance under this RFP document;
4. accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;
5. satisfied itself about all matters, things and information, including matters referred to in Clause 5.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;
6. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NDMC, or a ground for termination of the Concession Agreement by the Concessionaire;
7. acknowledged that it does not have a Conflict of Interest; and
8. agreed to be bound by the undertakings provided by it under and in terms hereof.

5.4.3 NDMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NDMC.

5.5 Verification and Disqualification

5.5.1 The NDMC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP document and the Applicant shall, when so required by the NDMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the NDMC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the NDMC there under.

5.5.2 The NDMC reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- at any time, a material misrepresentation is made or uncovered, or
- the Applicant does not provide, within the time specified by the NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or

- any act or omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 8.8).

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Applicant gets disqualified / rejected, then the NDMC reserves the right to take any such measure as may be deemed fit in the sole discretion of the NDMC, including annulment of the Bidding Process.

5.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the NDMC, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Acceptance or entering into of the Concession Agreement, and if the Preferred Applicant has already been issued the Letter of Acceptance or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Preferred Applicant or the Concessionaire, as the case may be, without the NDMC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

5.6 Contents of the RFP Document

5.6.1 This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 5.8.

S. No.	Specification	Annexure
1	Indicative list of stations and locations map	Annexure A
2	Format for Financial Bid	Annexure B
3	Fare Structure	Annexure C
4	Format for Letter of Application	Annexure D

5	Format for Bank Guarantee	Annexure E
6	Format for Performance Guarantee	Annexure F
7	Format for General Information	Annexure G
8	Format for Undertaking	Annexure H
9	Formats for Power of Attorney and Memorandum of Understanding for consortium	Annexure I
10	Integrity Pact	Annexure J
11	Illustration of advertisement panel	Annexure K
12	Example of Exclusive branding Source NEW YORK CITI bike	Annexure L
13	Illustration of advertisement space on bike	Annexure M
14	Illustration of dock	Annexure N
15	Illustration of RFID tags in bikes for booking and tracking	Annexure O
16	Illustration Redistribution vehicles	Annexure P
17	Illustration Interactive panel	Annexure Q
18	Illustration bike specifications	Annexure R
19	Minimum Technical Specifications for Advertisement Panel and Digital Interactive Information Panel	Annexure S
20	Joint Bidding Agreement	Annexure T
21	Statement of Legal Capacity	Annexure U
22	Power of Attorney for Lead Member of Consortium	Annexure V
23	Financial Bid Estimation	Annexure W

5.7 Clarifications

5.7.1 Applicants requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated in RFP by the specified date .NDMC shall endeavour to respond to the queries within

the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The NDMC will upload clarifications, if any, on its website www.ndmc.gov.in. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years under PPP mode with VGF or licence fee”

Email: Exen.riv@ndmc.gov.in
ser2.civil@ndmc.gov.in
Ce.civil1@ndmc.gov.in
secretary@ndmc.gov.in

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

5.7.3 NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through its website. All clarifications and interpretations issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

5.8 Modification in the RFP Document

5.8.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum.

5.8.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the NDMC's website (www.ndmc.gov.in) and Delhi Govt. website <https://govtprocurement.delhi.gov.in> to make it accessible to all Applicants, and shall be deemed to be a part of this RFP document.

5.8.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

5.9 Format and Signing of Bid

5.9.1 Bidders who wish to participate in this proposal will have to register on e-procurement system of Delhi Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate (Type II or Type III) as per Information Technology Act, 2000 using which they can sign their electronic bids. Bidders may contact e-procurement cell, NDMC, IT&C, Government of Delhi for further assistance. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before

electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

5.9.2 The hard copy of the Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of RFP document fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table 7.3.3 and 7.6.3 should be uploaded along with the technical bid.

5.9.3 It is expected that Applicants have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers. (Scanned copy of all the document to be uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>

5.10 Sealing and Marking of Bids

5.10.1 A two envelope/cover system shall be followed for the bid. The Applicant shall submit the Bid and seal it in the following two envelopes:

- a. Envelope A: (i) Earnest Money Deposit; (ii) Cost of RFP document (in case of downloaded RFP document), if any; and (iii) Eligibility Criteria as per Clause 7.3.3 including the following:
 - Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
 - If applicable, the Power of Attorney for Lead Member of Consortium in the format of **Annexure V**; and
 - A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred
- b. Envelope B : Technical Bid (as per Clause 7.6.3). All the relevant Documents of Envelope A & B to be scanned & uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>
- c. Financial bid to be submitted online on Delhi Govt. website (<https://govtprocurement.delhi.gov.in>) only.

5.10.2 The Bid shall include the following documents: -

Sl. No.	Documents Type	Document Format
Envelope A Hard copy to NDMC as well as uploading scanned copies on e-tender (https://govtprocurement.delhi.gov.in)		
1.	Earnest Money Deposit (EMD)	EMD – Rs. 5,00,000/- (Rupees Five Lakhs only) to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
2.	Cost of RFP document, if applicable	Cost of RFP document (in case of RFP document downloaded from website) – Rs.10,000 to be deposited in the form of Demand Draft/Bankers Cheque in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
3	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope B Hard copy to NDMC as well as uploading scanned copies on e-tender (https://govtprocurement.delhi.gov.in)		
1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed. This Envelop should mandatorily include un-priced Bill-of-Material (BoM).
Financial Bid to be submitted on e-tender only (https://govtprocurement.delhi.gov.in)		
1	Financial Bid	The Financial Bid shall be submitted online on the https://govtprocurement.delhi.gov.in as per Annexure B .

5.10.3 The envelopes A & B specified in Clauses 5.10.1 shall be placed in an outer envelope, which shall be sealed. Each of the envelopes shall clearly bear the following identification:

“Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years with VGF or licence fees”

and shall clearly indicate the name and address of the Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

5.10.4 Each of the envelopes shall be addressed to the officer designated at S. No. 10 in the table under 'Brief Schedule of Bidding Activities'.

5.10.5 If the envelopes are not sealed and marked as instructed above, the NDMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Applicant.

5.10.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.10.7 Bids not submitted online on e-tender (<https://govtprocurement.delhi.gov.in>) will not be considered for evaluation.

5.11 Bid Due Date

5.11.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided at S. No. 10 in the table under 'Brief Schedule of Bidding Activities' in the manner and form as detailed in this RFP document.

5.11.2 The NDMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 5.8 uniformly accessible for all Applicants.

5.12 Late Bids

Bids received by the NDMC after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected.

5.13 Contents of the Bid

5.13.1 Generally, the Project will be awarded to the Preferred Applicant.

5.13.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

5.13.3 The proposed Concession Agreement shall be deemed to be part of the Bid.

5.14 Modifications/ Substitution/ Withdrawal of Bids

5.14.1 The Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the NDMC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.

5.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5.10 with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

5.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NDMC, shall be disregarded.

5.15 Opening of Bids

5.15.1 The NDMC shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified at S. No. 7 in the table under 'Brief Schedule of Bidding Activities' at the place specified at S. No. 10 in the table under 'Brief Schedule of Bidding Activities' and in the presence of the Applicants who choose to attend.

5.15.2 The representatives of the Applicants should carry the identity card or a letter of authority from the Applicant to identify their bonafides for attending the Technical Bid opening.

5.15.3 The NDMC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

5.15.4 To facilitate evaluation of Bids, the NDMC may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

5.15.5 The technical evaluation of only those Applicant will be done who will found eligible in terms of Clause 7.3.3.

5.15.6 The Financial Proposal will remain unopened on e-procurement system of Government of NCT of Delhi and will be held in custody of NDMC until the time of opening of the Financial Proposals.

5.15.7 NDMC shall invite the Technically Qualified Applicants as declared in terms of clause 7.6.3 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NDMC separately and individually to such Technically Qualified Applicants.

5.16 Rejection of Bids

5.16.1 Notwithstanding anything contained in this RFP document, the NDMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the NDMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants to submit fresh Bids hereunder.

5.16.2 The NDMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

5.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Applicants and the NDMC.

5.18 Confidentiality

5.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NDMC in relation to, or matters arising out of, or concerning the Bidding Process. The NDMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the NDMC or as may be required by law or in connection with any legal process.

5.18.2 The NDMC may allow the Concessionaire to review and utilize highly confidential public records and the Concessionaire shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

5.18.3 The Concessionaire shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

5.18.4 The NDMC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Concessionaire regarding any forbidden disclosure.

5.18.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (i) information already available in the public domain;
- (ii) information which has been developed independently by the Applicant / Concessionaire not affecting any interest of the NDMC;
- (iii) information which has been received from a third party who had the right to disclose the aforesaid information;
- (iv) information which has been disclosed to the public pursuant to a court order.

5.18.6 To the extent the Concessionaire shares its confidential or proprietary information with NDMC for effective performance of the services, the provisions of the Clause **5.18.2** to **5.18.4** shall apply *mutatis-mutandis* on the NDMC.

5.19 Correspondence with the Applicant

Save and except as provided in this RFP document, the NDMC shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Bid.

5.20 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the NDMC makes official intimation of award through issuance of Letter to

Acceptance to the Preferred Bidder/ rejection to the Applicants. While the Bids are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP document, from contacting by any means, the NDMC and/ or their employees/ representatives on matters related to the Bids under consideration.

5.21 Deviation Statement

Applicants may note that NDMC will not entertain any deviations to the RFP document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the RFP document with all its contents.

5.22 Bid Submission Format

The Applicant should ensure that all the required documents, as mentioned in this RFP document, are submitted alongwith the bid and in the prescribed format only. NDMC will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Applicant.

D. Earnest Money Deposit (EMD)

5.23 Earnest Money Deposit (EMD)

5.23.1 The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rs. Five Lakhs only) in the form of Demand Draft/Pay Order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India in favour of the "Secretary NDMC" in the format (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

5.23.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

5.23.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.

5.23.4 The Earnest Money Deposit of unsuccessful Applicants will be returned by the NDMC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the NDMC.

5.23.5 The Preferred Applicant's EMD will be returned, without any interest, upon the Concessionaire signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.

5.23.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 5.23.7 herein below. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.

5.23.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Concession Agreement, or otherwise, if-

- (a) an Applicant submits a non-responsive Bid;
- (b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 7.14** of this RFP document;
- (c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the NDMC;
- (d) the Preferred Applicant fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Agreement; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.

In such an event, the decision of the NDMC regarding forfeiture of the EMD shall be final and binding upon Applicants.

5.23.8 Applicants should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Applicants will be refunded through RTGS / NEFT mode. Applicants should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

5.23.9 In case of forfeiture of EMD as prescribed in as above, the Applicant shall not be allowed to participate in the rebidding process of the same project.

E. Pre-Bid Meeting

5.24 Pre-Bid Meeting

5.24.1 Pre-Bid Meeting will be convened at the designated date, time and place as mentioned at S. No. 4 in the table under 'Brief Schedule of Bidding Activities'.

5.24.2 Only those persons who have purchased this RFP document shall be allowed to participate in the pre-bid conference.

5.24.3 A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.

5.24.4 During the course of Pre-Bid Conference(s), the Applicants may seek clarifications and make suggestions for consideration of the NDMC.

5.24.5 The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.24.6 All enquiries from the Applicants relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document. **These queries should also be emailed to:**

Exen.riv@ndmc.gov.in

ser2.civil@ndmc.gov.in

Ce.civil1@ndmc.gov.in

secretary@ndmc.gov.in

5.29 General Terms & Conditions:

- I. The parties agree that the Concessionaire shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Applicant within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited.
- II. The Concessionaire shall not operate for any activity other than as agreed in the station/depot area.
- III. NDMC shall not be liable or responsible for any omissions or commissions by the Concessionaire and/or its staff or any third party and the Concessionaire shall indemnify NDMC for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Concessionaire.
- IV. The Concessionaire shall not be allowed to sublet the public bike sharing scheme to any other person. The contract shall be liable to be determined with immediate effect it is noticed by the NDMC that in violation of the clause, he has allowed any other person other than his employee, to run the parking lot. A penalty as provided under Penalty clause shall be imposed and if violation

continues NDMC reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.

- V. The Concessionaire shall only employ uniformed Attendants at station site only after getting their police verification done. The Concessionaire shall keep NDMC informed of the particulars of the Attendants deployed by him from time to time.
- VI. The Concessionaire shall not store any unauthorised articles or allow any vendor or encroachment Depot/station sites. He shall also not be allowed to erect any unauthorised structure at the bike station/depot site, temporary or permanent. In case such structure has been erected by the Concessionaire, he shall be liable for prosecution. Such structure, if erected by the Concessionaire in an unauthorized manner, shall be removed/demolished at the risk and cost of the Concessionaire by the NDMC. In case any encroachment is found at such sites, the same will be removed without any notice with an imposition of a penalty as per Service Level Agreement as mentioned in clause 10.
- VII. It is a condition of this agreement that the land of the stations and depot site shall always remain the unhindered & exclusive property of NDMC and the Concessionaire shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- VIII. **LOST PROFITS/CONSEQUENTIAL DAMAGES:** In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

5.29.1 OWNERSHIP

NDMC shall have an absolute & exclusive right/title/interest on the station area, bike tracks, depot etc used by the Concessionaire for project purpose and in no way shall the user of such property for public bike sharing scheme purposes imply of granting any title or ownership to the Concessionaire.

5.29.2 MISCELLANEOUS PROVISIONS

INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a. Words Importing persons or parties shall include firms and Councils and any organization having legal capacity;
- b. Words importing the singular shall include the plural and vice versa where the context so requires;
- c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. Reference to any gender includes a reference to all other genders;
- e. References to the words "include" or "including" shall be construed without limitation;
- f. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

6. GUIDELINES AND INSTRUCTIONS FOR FINANCIAL BID

- I. After considering the capital cost (C) and the O&M cost (OM), the bidder have to submit the Viability Gap Funding (VGF) / license fees for each year of operation and maintenance period of nine years, i.e. from year 1 to year 9 after implementation period of six months, as per the format of financial Bid given at **Annexure B**.
- II. Viability Gap Funding (VGF) / license fees year-wise have to quote by the bidder after considering all the taxes, services taxes, and any other liabilities during the project durations and the concessionaire will be sole responsible for such liabilities. Any revision or enforcement of taxes, duties etc. have to be borne by the concessionaire.
- III. The financial evaluation shall be carried out on the of financial bid submitted by the bidder for Viability Gap Funding (VGF) / license fees for 1 to 9 year in the format for financial bid at **Annexure B**.
- IV. Capital cost investment by the concessionaire initially and subsequently during the concession period of 9.5 year have to be ascertained precisely, and after considering that the bike have to be replace after the 5 year or before as per the project requirement, and other up-gradation of stations /docks /terminal etc. may require for fulfilling the service level indicators during the concession period.
- V. The relocations of stations/ terminals maximum two nos. per year may be required during the concession period and same has to be carried out by the concessionaire at their own cost. If more than two numbers relocations of stations / terminal in a year required by the NDMC, the cost will be reimbursed to the concessionaire by NDMC. NDMC reserves the right to verify such cost from third party.
- VI. The financial sustainability and the modalities of the project with detailed major heads capital cost (such as bikes, station, terminals, docks, advertisement panels, redistribution vehicles, equipment, spares parts, hardware and software for the manpower, marketing, insurance, repairing, etc.) are to be assessed precisely for the project and have to be submit in a format for Financial Bid Estimation given at **Annexure W**.

7. EVALUATION OF BIDS

7.1 *Bid Evaluation Committee*

7.1.1 NDMC will constitute a Bid Evaluation Committee to evaluate the bids.

7.1.2 The Bid Evaluation Committee, NDMC may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant in the bid.

7.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.

7.1.4 Technical marking of the bids will be done as per criteria defined in Clause 7.3.3.

7.1.5 All the bidders scoring 70% marks in the Technical bid will be declared as technically qualified for opening of their financial bids.

7.2 *Tests of responsiveness*

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

- (i) it is received as per the format defined in RFP document.
- (ii) it is received by the Bid Due Date including any extension thereof
- (iii) it is signed, sealed, bound together in hard cover and marked as stipulated in RFP
- (iv) it is accompanied by the Earnest Money Deposit;
- (v) it is accompanied by the Power(s) of Attorney, if applicable;
- (vi) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- (vii) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
- (viii) it does comply with all the Technical specifications and General Terms and conditions;
- (ix) it does not contain any condition or qualification;
- (x) the Applicant has submitted all additional information or clarification as sought by NDMC within the prescribed period;
- (xi) Bids without duly signed integrity pact; and
- (xii) it is not non-responsive in terms thereof.

7.2.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the NDMC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

7.3 Earnest Money Deposit, RfP Document Cost (if applicable) and Eligibility Criteria (Envelope-A)

7.3.1 The bids without Earnest Money Deposit will be summarily rejected.

7.3.2 In case, the Applicant has downloaded the RFP document from website, then the Applicant is required to pay the cost of RFP document alongwith the EMD, failing which its bid will be rejected.

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

S. No.	Basic Requirement	Specific Requirement	Documents required	Scanned copy to be uploaded
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/ 2013 is allowed. In case of consortium, the lead member shall be a Legal entity duly registered under the Companies Act 1956/ 2013, and should have more than 50% stake in the consortium.	(a) Certificates of incorporation; (b) Registration Certificates; (c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper; (d) Statement of Legal Capacity as per Annexure U.	PQ1
2	Cost of RFP	The RFP document can be downloaded from NDMC's website (www.ndmc.gov.in) and Delhi Govt. website	Receipt of RFP cost of Rs.10,000 in NDMC or as per the prescribed form	PQ2

		(https://govtprocurement.delhi.gov.in) and the Applicant is required to deposit a Demand Draft of Rs.10,000 (Rupees Ten Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi.		
3	Bid Security / EMD	Earnest Money Deposit (EMD) of Rs.5.00 Lakh (Rupees Five Lakh only) either as a Demand Draft/Pay order/Bankers Cheque /FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi.	EMD of Rs.5,00,000/- as per the prescribed form	PQ3
4	Turnover	The Applicant or lead member (in case of consortium) shall have an average annual turnover of at least INR 3.00 crores in last 3 Financial Year (2014-15, 2015-16, 2016-17) from their business and similar project defined in the RFP.	a) Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and b) Audited financial statements for the last three financial years(FY2014-15,2015-16and 2016-17). In case the financial statement for 2016-17 is not audited then the same will be duly certified by the Chartered Accountant.	PQ4
5	Solvency / Net-worth	The Applicant or lead member (in case of consortium) shall have bank Solvency certificate of not less than Rs.3.0 Crore (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose). OR	Certificate from Bank in case of Solvency Certificate. OR Certificate from the Statutory Auditor on net worth details for the financial year 2015-16 in case of Net Worth.	PQ5

		The Applicant or the consortium shall have Net Worth of Rs 1.0 crore (atleast) for the financial year 2015-16.		
6	Registration under Tax Labour Laws Electrical Laws, etc.	The Applicant or the Lead member should have a registered number of: (a) VAT/Sales Tax where his business is located; (b) Service Tax; (c) Income Tax PAN; (d) (d) ESI & EPF registration as per Labour Laws, if required.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Service Tax, ESI & EPF registration than the Applicant has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.	PQ6
7	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form given herein.	PQ7
8	Integrity Pact	Duly signed Integrity Pact as per Annexure-J	The Applicant has to submit has to submit duly signed Integrity Pact as per Annexure-J alongwith its proposal.	PQ8
9	Experience	Minimum successful experience of operation and running of Public Bike sharing system of about 12000 cycles month in last three years	Certificate showing the experienced by the bidder or the member of consortium having more than 26% stake for successful completed projects of PBS system or in operation and running from more than one year.	PQ9

Note: (i) If the applicant is a 100% subsidiary of any legal entity in India or abroad, then the financial and experience of such parent legal entity may be considered for purpose of eligibility criteria, subject to the condition that the parent company will own the responsibility of its subsidiary company.

(ii) In case of a Consortium, the combined technical capacity and net worth of those members, who shall have holding of at least 26% (twenty six per cent) each in the consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold not less than 26% (twenty six per cent) of the consortium.

7.3.4 Consortium as mentioned above shall be subject to the condition mentioned below in clause 7.4 and 7.5, and the Members should submit a Power of Attorney in favour of the Lead Member as per **Annexure V**.

7.3.5 The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.

7.3.6 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

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

7.3.8 Example for calculation of cycle months:

One Project 200 cycles has been completed by firm A for one year and another projects of 500 cycles completed for another one year and third projects of 1000 cycles is in progress since more than 18 months from date of publishing of the RFP. The total experience of bike sharing per month is calculated below:-

From Project One :	200 cycles x 12 month	= 2400 cycles month
From Project Second :	500 cycles x 12 month	= 6000 cycles month
From Project Third:	1000 cycles x 18 month	= 18000 cycles month
Total		26400 cycles month

7.4 Consortium

7.4.1 Where the Applicant is a consortium, lead member alongwith other members of the consortium shall execute the Concession Agreement and implement the Project. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial

Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- I. number of members in a consortium shall not exceed 3 (three);
- II. the Application should contain the information required for each member of the Consortium;
- III. members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have more than 50% (fifty percent) stake in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure V**, signed by all the other members of the Consortium;
- IV. the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- V. an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- VI. undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member’s field of expertise;
- VII. commit to the profit and loss sharing ratio of each member; commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- VIII. include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement
- IX. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure T** (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
 - a. That notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
 - b. that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
 - c. that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
 - d. that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium’s default
 - e. that the proposed roles and responsibilities, if any, of each member;

- f. the minimum stake commitment, to be held by each member;
 - g. that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more stake in the Consortium.
 - h. that members of the Consortium shall not dilute their stake in the Consortium throughout the concession period.
 - i. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- X. except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the NDMC;
- XI. in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

7.5 Change in composition of the Consortium

7.5.1 Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the NDMC during the Bid Stage, only where:

- I. the Lead Member continues to be the Lead Member of the Consortium;
- II. the substitute is at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- III. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

7.5.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the NDMC and must be approved by the NDMC in writing. The Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

7.5.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.

7.5.4 The option of change in composition of the Consortium which is available under Clause 7.5.1 may be exercised by any Applicant who is either a Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project.

7.5.5 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) as provided in Clause 8.12 that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NDMC and not by way of penalty for, inter alia, the time, cost and effort of the NDMC, including consideration of such Applicant’s proposal, without prejudice to any other right or remedy that may be available to the NDMC under the RFP Document and/ or the Concession Agreement or otherwise.

7.5.6 The Applicant shall promptly inform the NDMC of any change in the status of the Applicant with reference to any of the eligibility criteria as specified in clause 7.2.3 to 7.2.7, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

7.5.6 Only those Applicants who meet the eligibility criteria specified in Clauses 7.2.3 to 7.2.7 shall qualify for technical evaluation under Clause 7.6. Applications of firms/consortia who do not meet these criteria shall be rejected.

7.6 Technical Evaluation (Envelope B)

7.6.1 Applicants, who will found eligible in terms of Clause 7.5 above, would be considered for technical evaluation.

7.6.2 Criteria for Technical Evaluation

Only the bids (both technical and financial) of those bidders who pass the pre-qualification in eligibility criteria would be considered for the evaluation as per the RFP.

The technical bids are first evaluated and marked before the proof concept evaluation and financial bids. Financial bids will be opened of those bidder, who scored 70 marks or more in technical evaluation of their technical bids and qualify in proof concept performance. The final decision is based on a sub committee for concept evaluation. The process is detailed out below.

7.6.3 Evaluation of Technical Bids

The methodology for evaluation of Technical bids is given below

Sl. No.	Parameter	Description	Indicative break up of score	Marks
1	Bike	Aspects of the Bike Design over and above the minimum specified requirements herein that result in improvements for the user, the concessionaire or NDMC. Examples of such aspects include, but are not limited to: Lightweight Bikes.	<ul style="list-style-type: none"> Design of bike- 4 marks Gear system/ lightweight/ braking system- 4 marks Creative utilisation of advertisement space on bike - 4 marks 	20

		Embedded GPS Devices.	<ul style="list-style-type: none"> • Locking system/ theft proof measures- 4 marks • QR code, GPRS device- 4 marks 	
2	Station	Aspects of the Station Design over and above the minimum specified requirements that result in improvements for the user, the concessionaire or NDMC Simple attractive design of the station	<ul style="list-style-type: none"> • Station Design- Architecture/vandalism proof/ robust outdoor material- 5 marks • Innovative solutions- 5 marks • Use of minimum space-5 space 	15
3	Docks	Should be fully automatic and compatible with the main server at Central Control Room	<ul style="list-style-type: none"> • Design/ material- 2.5 marks • Use of technology- 1 mark • Advertisement plan - 1.5 mark 	05
4	User Interface and Experience	Aspects of user interface at the station and smartphone app and the user experience in using the system which is better than the minimum stand specified. Info graphic representation of user information. Extra functionalities on the smartphone app. Reporting structure which helps NDMC to monitor service level benchmarks with no manual inspection. Mobile app, NDMC website, real time visibility through GPS and command and control room.	<ul style="list-style-type: none"> • Appeal in design of user interface- 4 marks • InfoGraphics for monitoring service level benchmarks- 3 marks • Dashboard - 3 marks 	10
5	ITS Strategy	Aspect of the ITS system which is over and above the minimum specified qualification. Enabled to integrate with other new modes of transport. Reporting structure which aids in planning for expansion. Reporting structure which helps NDMC to monitor service level benchmarks with no manual inspection	<ul style="list-style-type: none"> • Proposed IT system above minimum technical specifications- 5 marks • Plan for integration with other modes of transport- 5 marks • Expansion plan- 5 marks 	15

6	Awareness and User Generation Campaign	The methodology for awareness and user generation including: Innovative methods used for generation of user interest and the target groups for each Campaign The rationale for choosing the methods chosen The detailed plan along with timelines for the campaign	<ul style="list-style-type: none"> Plan for promoting PBS, IEC activities, out of the box strategy - 5 marks Timeline for awareness plan- 5 marks 	10
7	Operation Plan	Aspects of the Operations and HR plan which is over and above the minimum specifications. Efficient plan on redistribution of Bikes. Use of environment friendly vehicles for Bike distribution	<ul style="list-style-type: none"> Operational plan, optimal utilisation - 2.5 marks Redistribution vehicle and redistribution plan- 2.5 marks 	5
8	Prior Experience	Any experience in PBS planning and operation. Other Bike related businesses. Planning and operation of any other public transport systems in India. Operating fare collection and ITS systems for mass transit in India	Experience of <ul style="list-style-type: none"> 24000 bike month- 15 marks 12000 bike month - 7.5 marks In between- linear interpolation 	15
9	Presentation	Demonstrate the solution in the real life scenario and to understand system's features through presentation. Approach and Methodology Project Plan and demonstration through walk through / Animation.	<ul style="list-style-type: none"> Project plan - 2.5 marks Appreciation of real life conditions of the project- 2.5 marks 	5

Note: (i) If the applicant is a 100% subsidiary of any legal entity in India or abroad, then the financial and experience of such parent legal entity may be considered for purpose of technical evaluation, subject to the condition that the parent company will own the responsibility of its subsidiary company.

(ii) In case of a Consortium, the combined technical capacity and net worth of those members, who shall have holding of at least 26% (twenty six per cent) each in the consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold not less than 26% (twenty six per cent) of the consortium.

The technical bids of the qualified bidder in eligibility criteria shall be technical evaluated by NDMC. The presentation on the technical bid is the part of the technical evaluation. The objective of the presentation is to:

- 1) Demonstrate the solution in real life scenario.
- 2) Understand the system's features in greater detail.
- 3) Understand the proposed system's fit to NDMC's requirements

- 4) Approach and Methodology
- 5) Project plan and demonstration through walk through / animation presentation.
- 6) Technical solution proposed in the technical bid.
- 7) Addressing all queries on the technical bid from NDMC or its representatives.

To qualify for the next round, financial bid evaluation, the bidder's technical bids need to meet certain standards:

- Bidder scoring less than 50% score in any of above nine criteria mentioned at Sl. No. 1 to 9 for technical evaluation and total scoring less than 70 in the Technical Bid evaluation are immediately disqualified.
- Among Bidders who score higher than 70, will be eligible and short-listed for further evaluation.
- **Proof of Concept:** Mock up of 4 bikes, 4 docks, 1 station, 1 terminal and 1 Advertisement Panel with Digital Information Interactive Panel complete in all respect as required as per the pilot project, is to be carried out by the technically qualified bidder within 10 days after intimation from NDMC to show the performance by the firm before the sub-committee of NDMC official before opening of the Financial bid.

The decision of sub- committee will be final and acceptable to the bidder. The financial bid of only successful will be opened.

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

7.6.4 Evaluation of Financial Bids

7.6.4.1 Financial Bids of the bidders who have obtained 70 or above marks in the technical bid and qualified in proof concept evaluation process will be opened.

7.6.4.2 Financial Bid Rejection Criteria:

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

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

7.6.4.3.1 Computation of Financial Amount (F):

After considering the capital cost (C), the O&M cost (OM) and any other cost, the bidder has to submit the Viability Gap Funding (VGF) or license fees for each year from 1 to year 9 of the operation and maintenance period as per the format of financial bid given at **Annexure B** in the RFP document.

Financial amount (F) of a bidder will be computed as the **Net Present Value** of the Viability Gap Fund or Licence fee through the following formula:

$$F = \sum_{t=1}^9 \frac{VGF_t}{(1+r)^t} \text{ minus (-) } \sum_{t=1}^9 \frac{\text{Licence Fee } t}{(1+r)^t}$$

Where,

VGF _t	=	Annual Viability Gap Funding (VGF) per bike per year to be paid by NDMC to concessionaire quoted by bidder for particular year (t)
Licence Fee _t	=	Annual Licence Fee per bike per year to be paid by concessionaire to NDMC quoted by bidder for particular year (t)
t	=	Year of VGF or Licence Fee
r	=	discount rate @ 7%

7.6.4.3.2 The financial amount (F) of the bidder shall be the net present value of the project calculated as mentioned above as per the financial bid submitted by the bidder.

7.6.4.4 Selection of Preferred Bidder

- The financial amount as calculated above for all technically qualified bidders will be placed in ascending order.
- The technically qualified bidder whose financial amount is lowest, will be declared as Preferred Bidder.
- In case two or more technically qualified bidders have same financial amount, then in such case, the technically qualified bidder having highest marks in Technical Evaluation will be declared as Preferred Bidder.
- In case two or more technically qualified bidders have same financial amount and technical qualification marks, then in such case, the Preferred Bidder will be selected only from such bidders having highest net worth. In case net worth is also same, then the Preferred Bidder will be selected by draw in between such technically qualified bidders having same financial amount, technical qualification marks and net worth.

7.7 Selection of Applicant

7.7.1 After selection of Preferred Applicant in terms of Clause 7.6.5, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the NDMC to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant to acknowledge the LOA.

7.7.2 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, and NDMC reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.

7.7.3 Upon issue of LOA to the Preferred Applicant, NDMC will release the EMD of all Applicants, except the Preferred Applicant.

7.7.4 After acknowledgement of the LOA as aforesaid by the Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within one from the date of issue of LOA, and only after depositing the Performance bank Guarantee as per clause 7.9. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

7.8 Term of the Concession Agreement

The term of this Concession Agreement shall be a period of nine and a half year (9.5) years from the date of signing of this. The Concession Agreement period shall not be extended beyond prescribed period in any case.

7.9 Performance Bank Guarantee

- (a) Within 15 (fifteen) days of issue of Letter of Acceptance from the NDMC, Concessionaire / Concessionaire shall furnish a performance guarantee to NDMC, for an amount equal to Rs.25,00,000/- (Rupees Twenty Five lakhs) for Public Bike Sharing System in NDMC area with minimum 500 Bikes and minimum 50 Stations.
- (b) The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque in favour of Secretary NDMC.
- (c) The Earnest Money Deposit (E M D) submitted by the Bidder shall not be adjusted against the Performance Guarantee. The Earnest Money Deposit (E M D) shall be returned back to the Bidder on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in **Annexure F** of this RFP.
- (d) This Performance Guarantees in the form of a bank guarantee shall be irrevocable and valid for the entire Contract Period and an additional period of 90 (ninety) days thereafter.
- (e) This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.
- (f) **FRESH PERFORMANCE GUARANTEE:** In the event of the encashment of the Performance Guarantee by NDMC pursuant to Encashment Notice issued in accordance with the provisions of the concession Agreement the Concessionaire shall furnish to NDMC fresh Performance Security

within 30 (thirty) days of the Encashment Notice failing which NDMC shall be entitled to terminate the Agreement in accordance with the provisions of the Agreement.

7.10 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful implementation of this project;
- Successful managing ,operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all concession fees as per agreement alongwith penalties, if any;
- At the end of the concession period, Performance Bank Guarantee of Concessionaire will be released after successful handing over all the PBS assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Concessionaire has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.
- On production of clearance for all applicable dues, if any.

7.11 Signing of Concession Agreement

7.11.1 Subsequent to NDMC's issuing Letter of Acceptance to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with the NDMC within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Applicant within the prescribed period.

7.11.2 Failure of the Preferred Applicant to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.

7.11.3 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the time lines for execution of Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

7.12 TAX LIABILITY

7.12.1 The Concessionaire shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.

7.12.2 The Concessionaire indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License.

7.12.3 The Concessionaire should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

7.13 Failure to Agree with the Terms and Conditions of the RFP document

7.13.1 The performance of Applicant will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Concessionaire fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Concession Agreement may be terminated by giving 30 days' notice as cure period and if it is not cured within 30 days then NDMC will terminate the Concession Agreement by giving further notice of 30 days for termination of Concession Agreement. NDMC's decision in this regard will be final. In case of termination of this Concession Agreement, NDMC shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. NDMC will not pay any charges to the Applicant. Failure of the Preferred Applicant/ Concessionaire to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event NDMC may take a decision to re-issue the RFP document. In such a case, NDMC shall invoke the PBG of the Preferred Applicant/ concessionaire.

7.13.2 In addition, NDMC reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Applicant / Concessionaire and black-list the Applicant / Concessionaire.

7.14 FRAUD AND CORRUPT PRACTICES

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

7.14.2 Without prejudice to the rights of the NDMC under Clause 7.14.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Concession Agreement, or otherwise if an Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Applicant or Concessionaire shall not be eligible to participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

7.14.3 For the purposes of this Clause 7.14, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 5.1.22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. MISCELLANEOUS

8.1 Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Delhi/New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.2 The NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- I. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- II. consult with any Applicant in order to receive clarification or further information;
- III. retain any information and/ or evidence submitted to the NDMC by, on behalf of, and/ or in relation to any Applicant; and/ or
- IV. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

8.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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

8.5 In the event of any restrictions being imposed by the NDMC, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

- (a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
- (b) The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
- (c) Labour huts/ stay of workmen will not be allowed at project area and in NDMC area;
- (d) The Concessionaire shall be responsible for behavior and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
- (e) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the

Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;

- (f) The Concessionaire shall be responsible for the conduct and behavior of its workers employed for the work;
- (g) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Concessionaire reserves the right to change the staff as per its requirement;
- (h) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

8.6 The Applicant has to give the weekly, monthly and quarterly implementation scheduled for PBS system under this RFP document alongwith the technical bid. However total implementation will have to be completed in 6 (six) months from the date of signing of the agreement.

8.7 Indemnity Clause

The Concessionaire shall defend, indemnify, release and hold harmless the NDMC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or NDMC) public or for loss of or damage to property (including Concessionaire or NDMC property), in each case whether directly or indirectly resulting from or arising out of Concessionaire performance under this RFP document / concession agreement. This indemnity shall apply whether or not NDMC was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on NDMC. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / concession agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the NDMC.

8.8 Applicable Law(s)

The Concessionaire has to follow all the applicable statues, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended form time to time while providing these services.

8.9 Integrity Pact

The Applicant shall submit a duly signed integrity pact as per **Annexure J** along with its proposal as per the RFP document.

8.10 Documents and Information

The documents including this RFP document and all attached documents, provided by the NDMC are and shall remain or become the property of the NDMC and are transmitted to the Applicants solely for the

purpose of preparation and the submission of a Bid in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Applicants, and the NDMC will not return to the Applicants any Bid, document or any information provided along therewith.

8.11 Language

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Applicant, shall be provided. In case of discrepancy, English translation shall govern.

8.12 Conflict of Interest

An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- I. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the paid up equity shareholding of such intermediary; or
- II. a constituent of such Applicant is also a constituent of another Applicant; or
- III. such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- IV. such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
- V. such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of

them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- VI. such Applicant or any Associate thereof has participated as a consultant to the NDMC in the preparation of any documents, design or technical specifications of the Project.

For purposes of this Clause, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

8.13 Non Transferability of RFP document

This RFP document is non-transferable.

8.14 Loss and Theft of Property

The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of RFP document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty mentioned in clause 10 for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then NDMC will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

8.15 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8.16 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be

in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to NDMC:

_____ (designation of authorized officer)

Fax No. _____

If to the Concessionaire:

The _____ (Designation)

Fax No. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- I. in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- II. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

8.17 Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire to the NDMC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the NDMC.

Provided the stipulation regarding interest for delayed payments contained in this Clause 8.17 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

8.18 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

- shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - Shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

9. Force Majeure, Events of Default and Termination, Dispute Resolution, Liquidated Damages, Exit Management Schedule

9A. FORCE MAJEURE

9A.1 Definition of Force Majeure

The Concessionaire or the NDMC, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

9A.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) Act of God, including earth quake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) Radioactive contamination or ionizing radiation or biological contamination;
- (iii) A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Concessionaire or any of its Sub Concessionaires or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (iv) general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Concessionaire and which affect the timely implementation and continued operation of the Project;
- (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Concessionaire will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

9A.3 Notification procedure for Force Majeure

9A.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt within accordance with the dispute resolution mechanism in accordance with Clause.

9A.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

9A.4 Allocation of costs arising out of Force Majeure

9A.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

9A.4.2 For the avoidance of doubt , Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

9A.5 *Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.*

9A.6 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

9B. EVENTS OF DEFAULT AND TERMINATION

9B.1 Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 9B.2;

1. The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Executive Engineer, R-IV Division, Civil Engineering Department, NDMC is likely to delay complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is six months from the date of signing of the agreement;
2. The Concessionaire has failed to complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is six months from the date of signing of the agreement;
3. The Concessionaire is in Material Breach of O&M Requirements;
4. Any representation made or warranties given by the Concessionaire under this RFP document is found to be false or misleading;
5. The Concessionaire has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
6. The Concessionaire has failed to ensure minimum shareholding requirements specified in clause 7.3;
7. A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
8. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this RFP document, and provided further that:
 - **the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;**
 - **the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Concessionaire as at the last date of submission of bid under this RFP; and**
 - **RFP document remains in full force and effect.**
9. The Concessionaire has abandoned the Project Facilities.
10. The Concessionaire has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.

11. The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
12. The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
13. The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
14. The Concessionaire reporting bankruptcy to the NDMC, or any appropriate statutory forum.
15. If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of NDMC or is convicted by any orders of the Court.
16. If NDMC has a reason to believe that the PBS system has been transferred/sold or in any way alienated to any third party or that the parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such PBS system.
17. If the Concessionaire makes any encroachment on the public land.
18. If the PBS system is used in such a way that it obstructs the passage for the pedestrian traffic.
19. If the PBS system is used for any purpose other than as prescribed in this RFP document.
20. If the Concessionaire obstructs the entry of Chairperson/Member of the Council of NDMC or any other Officer authorized by him/her.
21. If the Concessionaire charges user fees, subscription fees, security deposits, and processing fees not in conformity with the prescribed rates.
22. If the Concessionaire refuses to lend park any bike when bike is available at dock.
23. If the Concessionaire does not resolve the complaints of the users/NDMC within the reasonable time.
24. If the Concessionaire puts up any super-structure in contravention of the terms & conditions.

9B.2 No Breach of Obligations

The Concessionaire shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- 1) Force Majeure Event as provided under clause 9A;
- 2) Compliance with written instructions of the NDMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder or any applicable law;

9B.3 Termination due to Events of Default

If the concessionaire is desirous of terminating the license hereby created before the expiry of the period of the agreement, it shall give to NDMC, three months' notice in writing of its intention to terminate the agreement and on the expiry of the said period, the agreement shall stand terminated.

However, the Performance Bank Guarantee will stand forfeited in favour of the NDMC. Notwithstanding anything contrary contained in this agreement, nothing would prevent NDMC to terminate this contract forthwith should in case a situation so warrant in public interest and exigency deemed fit and proper in larger public interest and without requiring any notice to the Concessionaire whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the NDMC shall have the right to terminate the agreement without any notice for the following violations: -

- If the Concessionaire commits breaches of any of the conditions.
- If the Concessionaire is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

9B.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of an Event of Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

9B.3.2 If NDMC decides to terminate this Agreement pursuant to preceding clause 9B.3.1, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

9B.3.3 If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, NDMC shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

9B.4 Termination Notice

If NDMC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 9B.3, it shall issue Termination Notice setting out:

- 1) in sufficient detail the underlying Event of Default;
- 2) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- 3) the estimated Termination Payment including the details of computation thereof and;
- 4) any other relevant information.

9B.5 Obligation of Parties

Following issue of Termination Notice by NDMC in accordance with clause 9B.4, the Parties (i.e. the Concessionaire and the NDMC) shall promptly take all such steps as may be necessary or required to ensure that:

- I. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- II. the Termination Payment, if any, payable by the Concessionaire is paid to the NDMC before the Termination Date; and
- III. the Project Facilities are handed over to NDMC by the Concessionaire on the Termination Date, free from any Encumbrance, under this Agreement.

9B.6 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this RFP document, if the Concessionaire cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Concessionaire shall compensate the NDMC for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

9B.7 Termination Payments

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment as under:

- 1) If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Concessionaire, and all the assets and services created under this project will become the property of NDMC. The Concessionaire shall pay all fees/ dues, if any, to the NDMC before the date of termination.

9B.8 Rights of NDMC on Termination

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to:

1. Enter upon the Project Site and take over the Project Facilities without any hindrance.
2. prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site / Project Facilities;
3. step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify: Provided any sums claimed by counter party to any such Project Agreements as being due and

- owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by NDMC for step in shall and shall always constitute debt between the Concessionaire and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause;
4. Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Site/facilities by the Concessionaire to NDMC shall be free from any such obligation.
 5. Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Concessionaire fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Concessionaire shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Concessionaire, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at the rate of 100% of the applicable minimum guaranteed Concession Fee for next six months when the Concession is Terminated plus the costs incurred by NDMC for recovery of the Project Facilities. Such liquidated damages shall be recoverable from the Termination Date to the date when NDMC receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to NDMC against the Concessionaire who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

9B.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Concession Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

9C DISPUTE RESOLUTION

9C.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized

representatives of both the parties (NDMC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.

9C.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.

9C.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Concessionaire shall continue to perform and make due payments to NDMC as per the Concession Agreement.

9D LIQUIDATED DAMAGES

9D.1 Time is the essence of the Agreement and the delivery dates are binding on the Concessionaire. In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. In the event of Liquidated Damages exceeding Rs two crores in a year, the NDMC has a right to invoke "Termination Clause". The activities pursuant to the termination of the Concession Agreement shall be in-line with the conditions of the RFP document.

9E EXIT MANAGEMENT SCHEDULE

9E.1 Purpose

This Clause sets out the provisions, which will apply on expiry or termination of the Concession Agreement.

9E.2 Transfer of assets

9E.2.1 The Concessionaire shall within fifteen (15) days of the expiry of the Concession Agreement or termination of the Concession Agreement, whichever is earlier, hand over all the assets and services belonging to the NDMC, as per the Assets List made under the provisions of Clause 3.5.28, in proper working condition to the NDMC.

9E.2.2 In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 45 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.

9E.2.3 Performance Bank Guarantee of the Concessionaire will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to NDMC, and after adjustments of any amount due and recoverable from the Concessionaire under this Agreement by NDMC, if any.

9E.2.4 Upon service of a notice under this Clause the following provisions shall apply:

- I. in the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Concessionaire, the Concessionaire shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NDMC.
- II. All title to the Assets and Services to be transferred to the NDMC pursuant to this Clause shall be transferred to NDMC, within the time period as mentioned in clause 9E.2.1.

9E.2.5 The outgoing Concessionaire will pass on to NDMC, the subsisting rights in any licensed products on terms not less favorable to NDMC, than that enjoyed by the outgoing Concessionaire.

9E.3 Cooperation and Provision of Information

During the Exit Management Period:

- a. the Concessionaire will allow the NDMC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NDMC to assess the existing services being delivered;
- b. promptly on reasonable request by the NDMC, the Concessionaire shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Concessionaire). The NDMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Concessionaire shall permit the NDMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the NDMC to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.

10. Service Level Agreements

NDMC shall pay Viability Gap Funding (VGF) to the concessionaire for maximum 500 bikes or concessionaire will pay license fees to NDMC for all bikes, per bike per year, as explained in this RFP document.

In case, the concessionaire will launch the PBS system, complete in all respects as given in this RFP, before six months from date of signing of the agreement:

- (i) NDMC will start charging licence fee only after expiry of six months from the date of signing of the agreement as an incentive for early commercial operation date of the project; or
- (ii) NDMC will start paying the Viability Gap Funding from the actual date of commercial operation date of the project, as an incentive for early commercial operation date of the project.

NDMC will charge Rs.50,000/- (Rs. Fifty Thousand) per week for delay in Commercial Operation Date beyond six months from the date of signing of the agreement, upto a maximum delay of 10 weeks, after which NDMC will terminate the contract.

The Service level benchmarks and the corresponding Penalties from NDMC to concessionaire is given below:

	Sl. No.	Performance Indicator	Explanation	Time	Acceptable Service Level	Penalty for not meeting the Acceptable Service Level
Bike Distribution	1	Stations - empty during peak hours	Percent of the time that high-priority stations are empty during peak hours	7:00am - 10:00 am & 4:00pm- 7:00pm everyday One time slot to be counted as one unit.	Should be less than 5% of the total time of operation	Rs 1000/ per station per instance.
	2	Stations- empty during non- peak hours	Percent of the time that high-priority stations are empty during peak hours	Operating Hours excluding peak hours mentioned at Sl. No. 1 above One time slot to be counted as	Should be less than 5% of the total time of operation	Rs 1000/ per station per instance.

				one unit.		
Availability	3	Bike Availability	Average Bike fleet available per day	During any point of time through the working hours from 06:00am till 10:00 pm	Should always be 95% or more of the total authorized fleet size	Rs 100/ per bike per instance.
	4	Service Availability	Number of hours when the system is operational	Operating hours of the system from 06:00am to 10:00pm	Should always be 95% of the agreed hours of the operations (unless permission has been granted by NDMC for otherwise)	Rs 1000/ per station per instance.
Maintenance	5	Availability of the Website or Smart Mobile App	% of total time in a month when website and smartphone app is not available	All through the month	The website and smartphone app are available for at least 98% of the time during the entire month	<p>If the upkeep is 97.9-97% penalty of Rs.50,000/- per month</p> <p>If the upkeep is 96.9-96% penalty of Rs 70,000/- per month</p> <p>If the upkeep is 96.9-95% penalty of Rs. 100.000/- per month</p> <p>Upkeep less than 95% is not acceptable and will result in termination.</p>
	6	Maintenance Schedule	Keep all the bike in 95% running condition at all	During the entire operation	Keep all the bike in 95% running condition at all the	Rs 100/- per bike per instance.

			the time	period	time	
Encroachment	7	Encroachment	Encroachment at station/terminal for purpose other than PBS system	Any time in between 06:00 am to 10:00pm	To keep the station/terminal allotted for PBS system free from encroachment, and should not be used for any other purpose	Penalty of Rs.20,000/- per instance per station

11. Damages

The Concessionaire will be responsible for all damages to the Public Bike Sharing System NDMC. Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Concessionaire shall be the liability of the Concessionaire. In such case Concessionaire shall repair and rectify at its own cost the damages to the satisfaction of NDMC. All insurance proceeds if any shall be applied in rectification/repair of Project Assets. Damages due to vandalism and theft are also the responsibility of the Concessionaire, who should be insured against such losses.

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

12. Summary of Responsibilities

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

12.1. NDMC

- Finalisation of Station locations and sizes.
- Review of Concessionaire plans for station.
- Provision of Land for Stations as per availability of space.
- Provision of space required for the Central Control system as per availability of space.
- Facilitating the concessionaire to obtain the clearance and approval from all the required authorities for installation and operation of the system.
- Approval of System branding and naming/ advertisements on the system.
- Review of Concessionaire plans operation and maintenance including plan for redistribution of Bikes.
- Review of quarterly operations report and Farebox revenue.
- Provision of rights to the Concessionaire to conduct cycling events in NDMC.

12.2. Concessionaire

- **Procurement of Hardware:** Bikes + Stations (Terminals + Docks/ locking posts + Device for card verification), etc.
- Establishment of Central Control System: Software and Equipment to manage & monitor the system operations, etc.
- **Planning of Stations:** Location of stations and Station siting Plan
- Installation of stations.
- Procurement of Dedicated Vehicles for redistribution and Daily redistribution of Bikes
- Regular Maintenance of Stations and Bikes.
- Establishing and Operating Depots & Workshop for repair of Bikes and other system parts and storage of spare parts and backup Bikes.
- Registration of Users at notified registration centres.
- Collecting farebox revenue.
- Selling advertisement space on the system/ sponsorship rights to the system.
- Co-organising cycling event(s) in NDMC area along with NDMC to promote cycling.
- Provision of **Website and SmartPhone App** for the system
- Marketing & User Information- Before Launch and during operations
- Planning and hiring adequate staff with the right capabilities.
- Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning)
- Legal – Insurance of Bikes, Stations and Public Liability Insurance Policy (all risk of vandalism on concessionaire)

Annexure A

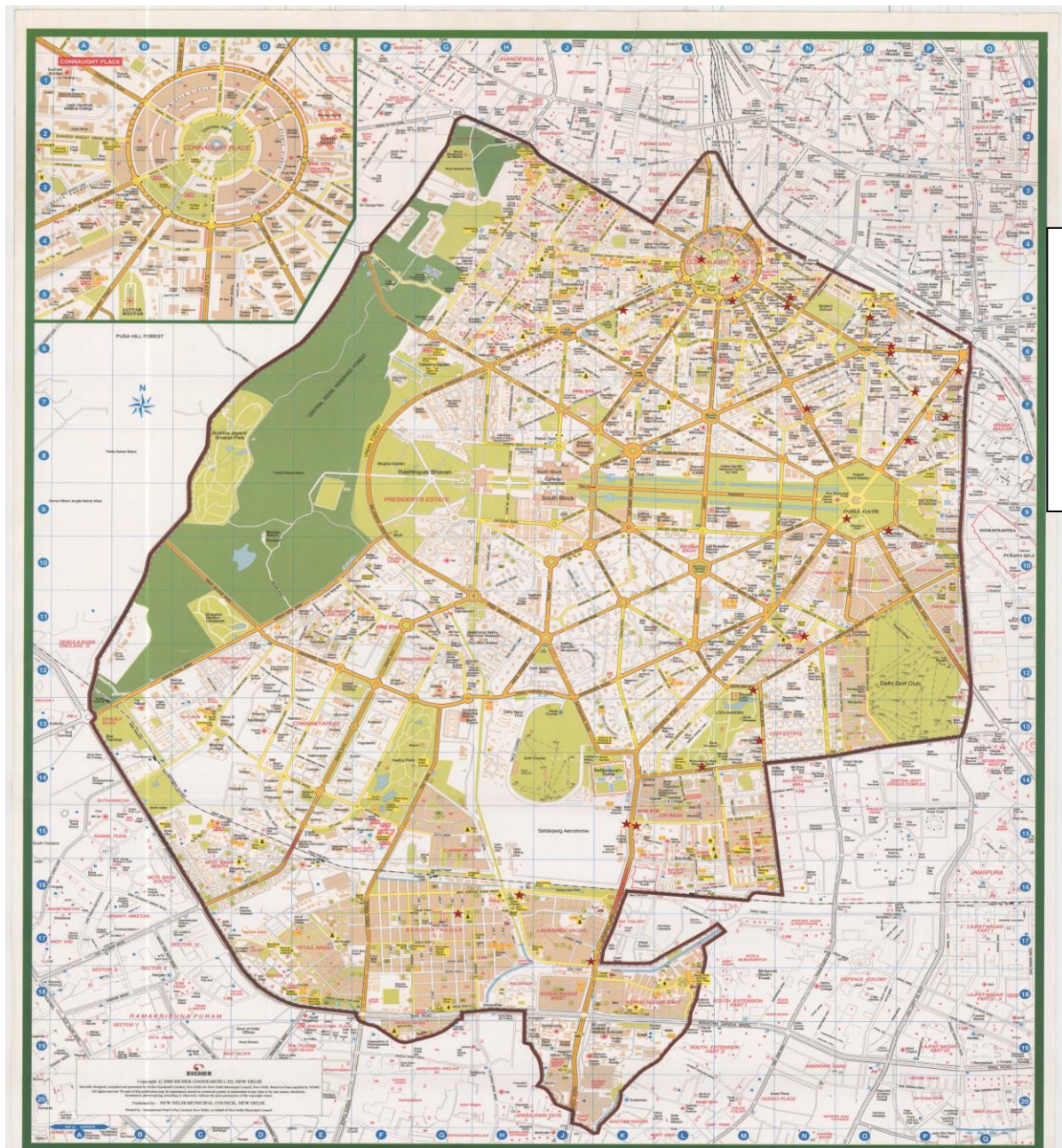
Indicative List of stations and locations map

Cycle Track Route and Cycle Stations

Sl. No.	Metro Station	Roads Covered	Bike Stations	
			Number	Location at Important / Heritage Buildings, Tourist Destination, Market / Residential Colony / Metro Stations
1	Mandi House	Sikandara Road	2	· Metro Station both side
		Tilak Marg	2	· Police Station · BQS Supreme Court
		Shershah Suri Marg	5	· National Gallery of Modern Art · Children Park, Gate No. 2 · Delhi High Court Parking side · Pandara Road Market · Purana Quila Road near NDMC Nursery
		Bhagwan Dass Road	2	· BQS Aga Khan Hall · Lawyers chamber's parking Supreme Court
2	Barakhamba Road	Barakhamba Road	3	· Barakhamba Metro Station both side (Near New Delhi House) · Modren School
		Tansen Road	1	· Bengali Market
3	Rajiv Chowk	Inner Circle	2	· A Block Parking · F Block Parking
4	Shivaji Stadium	Baba Kharak Singh marg	1	· Metro Station
5	Jor Bagh	Aurbindo Marg	2	· Jor Bagh Metro Station, both side
		Lodhi Road	3	· Lodi Garden, Gate No.1 · Khanna Market · Central Market, Lodhi Colony
6	Khan Market	Humayun Road	1	· Khan Market Parking opp. Lok Nayak Bhawan
		Subramaniam Bharti marg	11	· Lodi garden, Gate no. 4
		Max Muller Marg	1	· BQS India International Center
7	Bus Terminal	SBS Marg	2	· Gole Market · Shivaji Stadium
		Outer Circle	3	· P Block · M Block · N Block
		BKS Marg	3	· Emporia Building · Hanuman Mandir · SBS Place, Bangla Sahib road.
		Sansad Marg	3	· Jantar Mantar · LIC Building Jeevan Bharti · Akashwani Bhawan
8	Janpath	Janpath	1	· Eastern Court
		HC Mathur Lane	1	· HC Mathur Lane
		KG Marg	5	· British Council · HT Building · Maxmuller Bhawan

**Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9 years
excluding 6 months implementation period PPP mode under VGF**

				<ul style="list-style-type: none">• Bhartiya Vidya Bhawan• Scindhia House
		Copernicus Marg	1	• Kamani Auditorium / Doordarshan Bhawan
9	Patel Chowk	Ashoka Road	2	<ul style="list-style-type: none">• Near Sanchar Bhawan• Metro Parking
		Jantar Mantar Road	1	• Near Jantar Mantar
		Jaswant Singh Road	1	• R/A near Telangana House
		Ashoka Road	1	• GPO
Total			50	--



Red stars shows the indicative position of stations in the NDMC area map

Annexure B

Format For Financial Bid

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

Subject: "Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years "		
A	B	
The year for which Viability Gap Funding or license fee start from Commercial Operations Date	The amount has to be offered either for 'Viability Gap Funding' or 'License Fee' <u>per bike per year</u> for PBS system in NDMC	
	(Rs. in Figure) and (Rupees in word)	
	Viability Gap Funding	License Fee
1	2	3
1st Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
2nd Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
3rd Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
4th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
5th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
6th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
7th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
8th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)
9th Year	(Rs.) (Rupees.....)	(Rs.) (Rupees.....)

The above offer has been quoted after considering the below:

- In column B, the bidder has to quote either yearly Viability Gap Funding (VGF) to be paid by NDMC to the bidder or License Fees to be paid by bidder to the NDMC per bike per year.
- Viability Gap Funding (VGF) or License Fees is offered after considering the capital cost defined in RFP and the O&M cost for each year from 1st year to 9th year after Commercial Operations Date.
- Capital cost is assessed for initially and subsequently years during the concession period of 9.5 year and after considering the replacement of bikes on 5th year or before as per the project

requirement and other up gradation of stations /docks /terminal etc. require for fulfilling the service level indicators during the concession period.

- IV. The bidder shall quote the Viability Gap Funding or License Fees in the format above after considering all the taxes , services taxes, duties, and any other liabilities during the concession period and the concessionaire will be sole responsible for all liabilities of this project. Any revision or enforcement of taxes, duties etc. have to be borne by the bidder.
- V. **The bidder has to quote either VGF or License Fee for a particular year only**
- VI. If bidder offer both VGF and License Fee for a particular year, then the license fee will only be considered for calculation of the Financial Amount for Net Present Value as per procedure defined in RFP. The successful bidder has to pay License fee for the particular year.
- VII. The above offer rates by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The bidders shall include all duties, taxes, services, EPF, Insurance, ESI and other levies etc. Nothing extra shall be paid by NDMC.
- VIII. Payment will be made per bike per quarter = Viability gap funding /license fees per bike per year offer in column B above divided by Four (4) (Rounded off to nearest Rupee)

SIGNATURE OF THE BIDDER
Seal and Stamp

Name: _____

Full Address: _____

Annexure C

FARE STRUCTURE

The proposed fare structure for the system as determined by the NDMC is given below. There are four main components to the fare and payment structure:

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

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

The Security Deposit should be linked to the insurance amount monthly / annual / daily of Bikes and should not exceed an insurance amount per Bike. Ideally the security deposit charged from each user should be the insurance amount/Bike. This will be charged on all kinds of users for the length of their use/membership, at the end of which it would be returned, in case there has been no case of missing Bikes attributed to the person's account.

Subscription Fees- Users may if they prefer subscribe to the system to become a member. Not all users who are registered with the system are required to become members.

Four types of membership will be offered in the system.

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

The proposed subscription fee for each membership is given below:

Subscription Type	Fee (Rs.)
One Year Pass	Rs.1999/-
Three Month Pass	Rs.599/-
One Month Pass	Rs.399/-
One week Pass	Rs.199/-

User Fees

The proposed fees that users pay based on the amount of time Bikes were borrowed each time before it is returned to the system.

Time	Member- User Fees (Rs.)	Non Member- User Fees (Rs.)
0- 30 mins	Free	Rs.10
30 mins- 1 hours	Rs.10	Rs.15
1 hour- 2 hours	Rs.15	Rs.20
2 hours- 3 hours	Rs.25	Rs.50
3 hours- 4 hours	Rs.40	Rs.75
4 hours- 6 hours	Rs.50	Rs.90
6 hours- 8 hours	Rs.90	Rs.200
> 8 hours	Rs.200	Rs.300

Processing Fee

An refundable amount of Rs. 100 is charged as processing fee for issuing a card to a user.

Revision in User Fees and Subscription Fees

The User Fee shall be revised twice during the concession period of 9.5 years. User fee will be revised first time after expiry of 3.5 years from the date of signing of the agreement, and second time after expiry of 6.5 years from the date of signing of the agreement.

The User Fees shall be revised using the following formulas:

User Fee_{1st revision} = [User Fee * (CPI_(base +3.5years) / CPI_{base})] rounded-off to nearest multiple of five

User Fee_{2nd revision} = [User Fee * (CPI_(base +6.5years) / CPI_{base})] rounded-off to nearest multiple of five

Where,

- User Fee_{1st revision} is the revised user fee after expiry of 3.5 years from the date of signing of agreement;

- User Fee ^{2nd revision} is the revised user fee after expiry of 6.5 years from the date of signing of agreement;
- User Fee is as mentioned above in the table for various time slots for members/non-members
- CPI _{base} is the Consumer Price Index of the month & year in which agreement has been signed
- CPI _{base + 3.5 years} is the Consumer Price Index of the month & year after 3.5 years of the month & year in which agreement has been signed
- CPI _{base + 6.5 years} is the Consumer Price Index of the month & year after 6.5 years of the month & year in which agreement has been signed
- Revised user fee shall be rounded off to nearest multiple of Rs. Five.

Annexure D

**Format for Letter of Application
(On Letter Head)**

Date: _____

To,
The Chairman,
New Delhi Municipal Council,
Palika Kendra, New Delhi

Sir,

Being duly authorized to represent and act on behalf of _____ (here-inafter “the Bidder”), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. _____, the undersigned hereby applies to be qualified by you as a **“Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years”**

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

- The applicant’s legal status
- The applicant’s principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective envelopes.
- Online Deposit slip of the EMD of an amount of Rs.5,00,000 (Rs. Five lakhs)

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

This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by NDMC.
- NDMC has reserved the right to:
 - Amend the scope of work for the Bike Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and

- Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and
- NDMC 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. 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 NDMC.

The Bid Purchase amount of Rs. 10,000/- (Rupees Ten Thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number _____ dated----- of bank _____ drawn in favour of _____ and payable at New Delhi (in the event that the RFP has been downloaded in electronic form)

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

Signed,

[Name]

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

Annexure E

Format for Bank Guarantee

(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)

WHEREAS, (Name of the Bidder) wishes to submit his Bid for Request For Proposal for Selection “Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years” hereinafter called “Bid”.

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____ (hereinafter called “the Bank”) are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as “NDMC” in the sum of Rupees twenty five lakh only (in Words) Rs.25,00,000/- which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2017.

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in NDMC’s opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - Pay either the performance security or the installment due of the licence fee as specified in the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Concession agreement as provided in the RFP Document, We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC’s first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided, however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the EMD shall remain in force until the date of signing of agreement by such Bidder

New Delhi Municipal Council



OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Annexure F

Format for Performance Guarantee

(For “Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years”)

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

THIS DEED OF GUARANTEE executed on this the day of 2017 atby -----(Name of the Bank)having its Head/Registered office at -----and a Branch Office athereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favor of Secretary, New Delhi Municipal Council in his executive capacity for NDMC, represented by the New Delhi Municipal Council, having its Head Office at Palika Kendra, Sansad marg, New Delhi, hereinafter called “NDMC” (which expression shall include its successors and assigns);

WHEREAS

- A. By the Concession Agreement dated entered into between NDMC and M/s. ----- Limited, a company incorporated under the Companies Act, 1956 / 2013 having its registered office at hereinafter called “the Company”, (“the Concession Agreement”) the Company has been granted the Concession to implement the project for the work of **“Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years”** as given in the RFP document of **Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years**
- B. The Company is required to furnish to NDMC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees _____ only) as security for due and punctual performance/discharge of its obligation under the Contract Agreement during the contract Period. „Contract Period“ for the purpose of this Guarantee shall mean the period fromto
- C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the „Contract Period“.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.

2. The Guarantor hereby guarantees the due 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 NDMC sums not exceeding in aggregate Rs.25,00,000.00 (Rupees Twenty Five Lakhs only) within five (5) days of receipt of a written demand thereof from NDMC stating that the Company has failed to meet its performance obligations under the Concession Agreement during the "Contract Period". The Guarantor shall not go into the veracity of any demand made by NDMC and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.
4. In order to give effect to this Guarantee NDMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by NDMC or any indulgence shown by NDMC 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 NDMC or any indulgence shown by NDMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.
7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly 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 -----
---- it'sat its Head Office / Branch Office and authorised official

Annexure G

Format for General Information

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

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

Annexure H

Format for Undertaking

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

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

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

Annexure I

Formats for Power of Attorney and Memorandum of Understanding for consortium

Power of Attorney

Dated this _____ day of _____ 2017

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

Whereas the NDMC (“NDMC”) has invited applications from interested parties for the New Delhi Bike Sharing System (hereinafter referred to as “the Project”),

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

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

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

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

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

In witness hereof we have signed this deed on this _____ day of _____ 2017.

[Signature]
For and on behalf of
[Company]

[Signature]
For and on behalf of
[Company]

Memorandum of Understanding

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

Whereas the NDMC has invited tenders from the interested parties for the New Delhi Bike Sharing System.

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

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

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

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

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

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

[Signature]

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

[Signature]

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

Notes

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

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

Annexure J

Integrity Pact

(1) Independent External Monitors

- (I.) The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- (II.) The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (III.) The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (IV.) Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- (V.) As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- (VI.) The Bidder(s)/Concessionaire(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Concessionaire(s). The Bidder(s)/Concessionaire(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-Concessionaires. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Concessionaire(s)/Sub-Concessionaire(s) confidentiality.
- (VII.) The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- (VIII.) The IEMs will submit a written report to the Chairman, NDMC within 8 to 9 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Concessionaire(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

(2) Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Concessionaire(s) and the Bidder(s)/Concessionaire(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

(3) Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

(4) Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(5) Validity

- (i) The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months beyond the concession period under this contract. In case Bidder(s)/Concessionaire(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.
- (ii) Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- (iii) The parties hereby sign this Integrity Pact at _____ on _____

(6) Details of IEM (Independent External Monitor)

NDMC has adopted integrity pact for all its contracts for Rs.50 Lac and above. It is mandatory for the bidder/ Concessionaires to sign the Integrity Pact, if failed to submit, then the proposal shall not be considered. Details of IEM (Independent External Monitor) is as under and NDMC can change / nominate IEM time to time and same will be binding on both the parties:-

Sh. V.K. Gupta, IEM

E-mail : vinod91951@gmail.com

In case of any grievance about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name address of the sender”.

Principal/Owner
Bidder(s)/Concessionaire(s) Officer
Designation Chief Executive

Name of the Officer,

New Delhi Municipal Council

Witness

1. _____

2. _____

1. _____

2. _____

Annexure- K

Illustration of advertisement panel



Annexure- L

Example of Exclusive branding Source NEW YORK CITI bike



Annexure M

Illustration of advertisement space on bike



Annexure N

Illustration of dock



Annexure 0

Illustration of RFID tags in bikes for booking and tracking



Illustration Redistribution vehicles

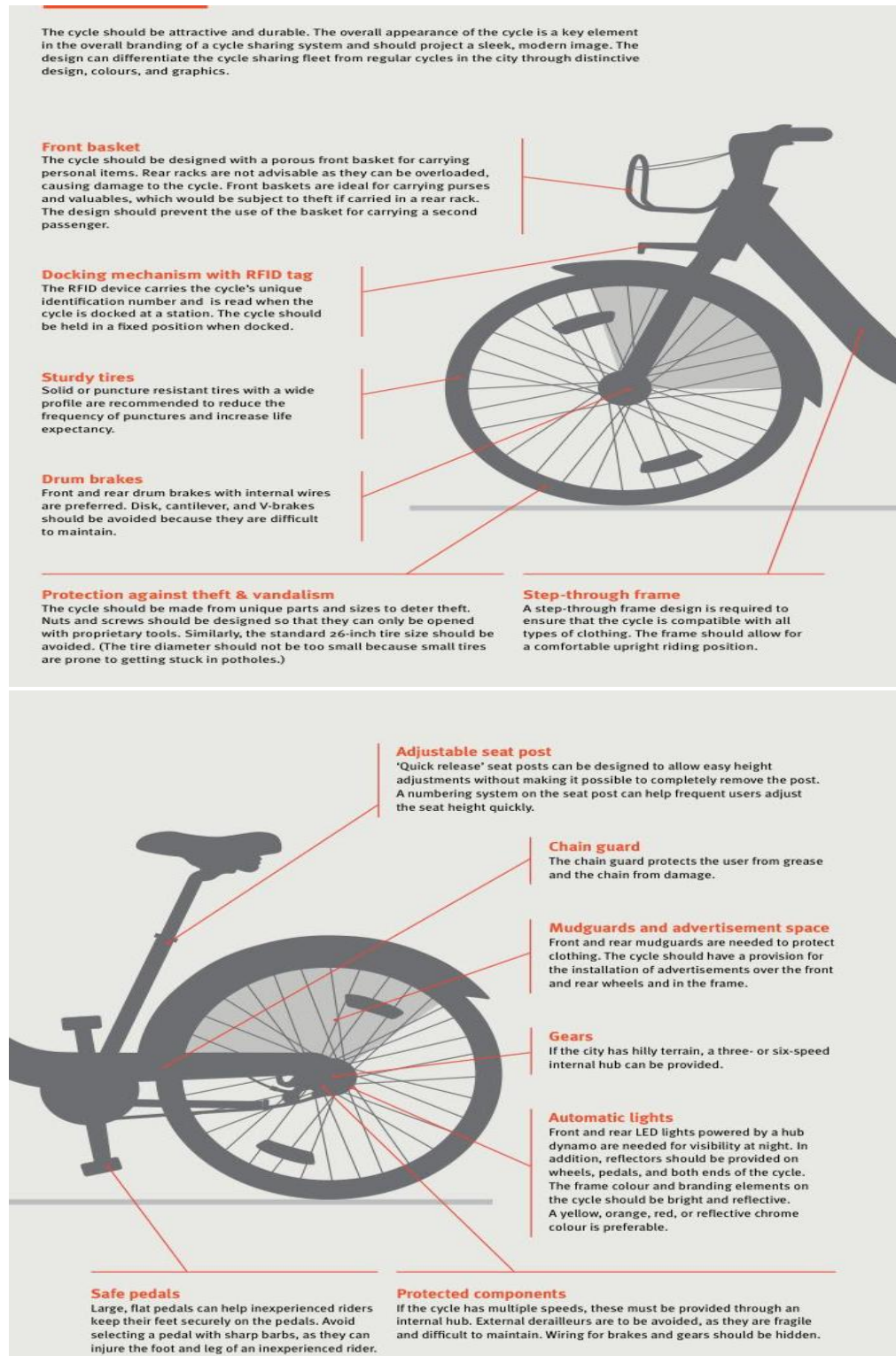


Annexure Q

Illustration Interactive panel



Illustration bike specifications



Annexure S

Minimum Technical Specifications for Advertisement Panel and Digital Interactive Information Panel

The interactive digital interactive information panel having following provision has to be provided at the Bike Station

- Dedicated red button for emergency calling in case of emergency.
- Digital interactive information panel should have 75 inches (75") digital advertisement panel (without touch) on one side and 46 inches (46") digital interactive (touch) screen on other side.
- 1st display should be 46" LCD/LED size for better display and support interactive communication, video with touch screen facility i.e. interactive panel. Detailed specifications given in Sub para (I) below.
- 2nd display of size 75" LCD/LED and it will play advertisement (Video) with non touch screen display i.e. Advertisement panel.
- Both these panel should have 1920 x 980 Resolution (Full HD) or better.
- Both the panels has to be managed by an advanced, web-based management portal and ITS Software from Control Room.
- All-glass touch-screen with a transparent metallic conductive coating is preferred.
- LED panels" enclosure should be in a protective shell made of robust weatherproof enclosure as per IP-65, it would be placed outdoor so it should survive adverse weather condition.
- Digital interactive information panels will provide interactive information to citizens and tourists on Public Bike Sharing information, cycle route, bike station, fare, payment system, travel bookings, bus and metro routes, exploring location, current affairs, finding restaurants, neighborhood information, etc.
- Smart Digital Interactive Information Panel will also off load NDMC services which will help to reduce footfalls in NDMC office and reduced paper works. This move will also help citizens to save their time and will increase customer satisfaction.
- Designs of Digital Interactive Information Panel must achieve aesthetic excellence and must be compatible with a wide variety of built contexts. Designs will be evaluated on the basis of functional efficiency, aesthetics, security, durability, adaptability for various built environments around the New Delhi, including historic places and individual landmarks, and accommodation of people with disabilities. All designs are subject to the approval of the NDMC.
- Digital interactive information panels Body & Display Requirement

Standard	Digital Information Interactive Panel	Advertisement Panel
Screen Size	46 inches	75 inches
Resolution	1920 X 1080	1920 X 1080
Aspect Ratio	16 : 9	16 : 9

Display Colors	16.7 M	16.7 M
Brightness (cd/m ²)/(typ) minimum	2,500	2,500
Contrast Ratio	5000 : 1	5000 : 1
Response time (ms,GTG)	6	6
Viewing Angle (H°/V°)	178°/178°	178°/178°
Life Time	50,000 Hrs	50,000 Hrs
Temperature and Brightness Sensor	Yes	Yes
Embedded Player	Yes	Yes
Built in speaker	10+10W	10+10W
Backlight Type	LED/LCD	LED/LCD
Response Time (ms)	8~10	N/A
Touch Inputs	10 touches	N/A
Touch Intensity	Permanent (Protected by glass)	N/A
Destination Method	PCT (Capacitive Touch)	N/A
Palm Rejection	Yes	N/A
Touch Resolution	4000 X 4000	N/A
Touch Scan Rate	100 Hz	N/A
Glass Thickness	The concessionaire will design thickness of the glass as per requirement of the site	N/A
Accuracy	> 99 %	N/A
Chemical Resistance	Yes	N/A
Operating System Support	Window,Linux, Mac, Open Source	-
Digital Information panels Auto Cooling System	Yes	Yes
PIR Sensor (Motion Detection)	Optional	Optional
Illuminance Sensor (Auto Brightness)	Yes	Yes
Temperature Operational (°C)	0°C - 50 °C	0°C - 50 °C
Humidity (non - condensing) (%)	20 -80	20 - 80

Annexure T

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS

(A) New Delhi Municipal Council (NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the **"NDMC"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**) by its Request for Proposal No. dated (the **"RFP"**) Request for Proposal for **"Engagement of Agency for Design, Build, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years."**

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

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

NOW IT IS HEREBY AGREED as follows:

New Delhi Municipal Council

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Role of the Parties

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

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

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

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

4. Joint and Several Liability

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

5. Holding in the Consortium

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

First Party:

Second Party:

{Third Party:}

5.2 The Parties undertake that they shall comply with all holding lock-in requirements set forth in the Concession Agreement.

Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants.

The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed Three;
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall hold more than 50% (fifty percent) stake in Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-P**, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member’s field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- (viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.
- (ix) members of the Consortium shall enter into this Joint Bidding Agreement, (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

- (a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
- (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
- (c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
- (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default
- (e) that the proposed roles and responsibilities, if any, of each member;
- (f) the minimum holding commitment to be held by each member;
- (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the Consortium.
- (h) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period, except as provided in this RFP document.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.

6. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

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

8. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

New Delhi Municipal Council



For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

SECOND PART by:

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

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

Annexure U

Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

For and on behalf of.....

** Please strike out whichever is not applicable.*

Annexure V

Power of Attorney for Lead Member of Consortium

Whereas the NDMC has invited applications from interested parties for the Request For Proposal for Selection of Concessionaire for **“Engagement of Agency for Design, Built, Operate & Transfer Public Bike Sharing System in NDMC area for a period of 9.5 years”**.

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

M/s. having our registered office at,

M/s. having our registered office at, and

M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NDMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NDMC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

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

– *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

– *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure W

Financial Bid Estimation

1 Financial Bid Section

Table 1: Capital Investment (Price Schedule)

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1					
2					
3					
4					
Total Amount					

Table 2: Operation and Maintenance Price Schedule for 9 years

Sl. No.	Brief Item Description	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year
1										
2										
3										
4										
TOTAL O&M COST (Schedule 2)										

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

Sl. No.	Schedule	Total (Rs. Lakh)
1	Total Project Cost(Capital Investment) (Schedule 1)	
2	Total O&M cost (Schedule 2) for nine years	
Total cost		

The Specifications mentioned in the RFP Documents are minimum Specifications. Bidder is free to propose any higher Specification in its bid.

2 Technical Bid Section

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

2.1.1.Bike

S. No.	Bike-Minimum Specifications	Yes/ No
1	One-Size Fits all with Step Through Frame	
2	Visible difference of the Bike from regular Bikes in the market through design, specially designed parts and sizes that discourage theft and resale	
3	Seat Adjustable without any tools	
4	Sturdy, lightweight Frame	
5	Integrated Lock (QR code based) + KickStand	
6	Front mounted porous Basket with a minimum capacity up to 5 kg	
7	Ad Space on the sides of the Bike- one side branding of PBS scheme other side advertisement (Illustration enclosed at - Annexures L and M)	
8	Simple reliable braking system- front and rear drum brakes with internal wires Disk, cantilevers and V break avoided.	
9	Simple gear system with a minimum of 3 speed gear	
10	Rust and Graffiti Resistant	
11	Front and Rear mud guards with fenders, chain guard The cycle may have a provision for installation of advertisement over the front and rear wheel and in the frame.	
12	Enclosed mechanisms	
13	Automatic front and rear LED lights powered by a hub dynamo	
14	Bell	
15	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, pedals, and both ends of the cycle.	
16.	Light weight body preferably aluminium alloy (net weight range 15 to 25 kg)	
17.	Single Seat - Scope of few tandem bikes may be incorporated near tourist circuits after approval from NDMC.	

18.	Tubeless tyre- solid or puncture resistant with wide profile, should be avoided to protect against theft	
19.	RFID tag for compatibility with dock	
20	In-built GPS, GSM & WPAN modules for on and offline communication with smart boxes and central server with anti theft alarm.	
21	Rear wheel chain guard to protect cloth trap	
22	Front and rear lights automatically on at all times when the bike is in motion powered by a generator. If the front wheel stops rotating such as when you stop at a stop sign, the lights will remain illuminated but only for a short time. Frame should be unisex and seat should be adjustable	

2.1.2 Station

S. No.	Station - Minimum Specifications	Yes / No
1.	A fully automated docking system that allows users to check bikes easily in or out of bike stations	
2.	Modular design- easy to construct and dismantle. Station location can easily be changed.	
3.	Station size to be in multiples of bikes - space for each bike to be approximately 2 meters long and 0.7 to 1.25 mtr width based on actual dimension of the bike and space feasibility	
4.	Fully automated stations are preferable. Attendants/CCTV cameras etc may be incorporated by the Concessionaire for ensuring safety.	
5.	One side digital panel for Advertisements and other side interactive panel for information's of PBS system at each station as per detail given in Annexure 'S'	
6.	Interactive Panel for display of system information, registration of users, cash or card transactions, issue of fresh smart cards.	
7	Rust and Graffiti Resistant design of docks/ locking posts and advertising panels	
8	Modular station that do not require excavation and trenching.	
9	Station should not impede pedestrian or vehicular traffic	

2.1.3 Docks

S. No.	Docks- Minimum Specification	Yes / No
1.	Separate docks for each Bike.	
2.	Capacity- number of docks to be double than the number of authorised bikes at each station, to ensure availability of parking space as explained at 3.3.4	
3.	Locking Mechanism for the bike will be QR based. User should be able to unlock the bike by using QR code issued with app based registration. Once the bike is placed in the dock, it will auto lock and calculate time and fare. Lock is integrated with the check-in and check out device.	
4.	System Bikes are always locked on to docks.	
5.	Simple design consuming minimum space	
6.	Rust and Graffiti free material	
7.	Guaranteed life of at least 5 year	

2.1.4 Interactive terminals- Device for Check in and check out/ card verification

S. No.	Interactive terminals – Minimum specifications	Yes/ No
1.	Interactive terminals where users can get information about the system and check in and check-out bikes. Illustration at Annexure Q	
2.	GPRS enabled. Able to communicate real time information to the Central control Room and each dock.	
3.	Reads Smart cards and indicates validity of the card and availability of minimum balance within 5 seconds	
4.	Communicate information with each dock about bike unlocking-locking details and Transmits information about user ID and time of check in and check out to the Central Control Room	
5.	Able to communicate with the control room check in and check- out bikes at the station and number of bikes available at any given point at the station.	

2.1.5 Central Control System

S. No.	Central Control System- Minimum Specifications	Yes/ No
2.	Connected to all the registration centres and station check in and check out equipment and docks at the stations	
2.	Able to compile information at station level and system level	
3.	Real time monitoring of station occupancy rates through wireless communications.	
4	Able to use the Bike and dock availability information to make decision on redistribution of Bikes	
5.	To be integrated with central command and control room of NDMC. Able to provide real time information of the system to NDMC	
6.	Able to receive and save all records on a searchable database	
7.	Guarantees data security as per Indian law and international best practices	
8.	Open book policy i.e. NDMC shall have access to all data collected and transmitted by the system. All data is the property of NDMC	
9.	Central Computer System should be upgraded and maintained real time	
10.	System may be integrated with the ITS system of the city public transport in NDMC	
11.	The Contractor will provide reports to NDMC in accordance with an agreed upon schedule or on request.	
12.	Physically staffed Office space housing the central control system	
13.	Computer terminals and communications equipment allowing Concessionaire staff to monitor system status	
14.	Call centre clause: The concessionaire shall provide a call centre number for queries and feedback for the system.	
15	Real time monitoring of station occupancy rates through wireless communication such as GPRS	
16	Real time user information through various platforms including Web, Mobile Phones and onsite terminal	

2.1.6 Redistribution vehicles

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

2.1.7 Space for Depots/ Workshop (to be provided by NDMC)

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

2.1.8 Registration System

S. No.	Registration System- Fully digital - Minimum Specifications	Yes/ No
1	Enabled to collect ID proofs and other required documents to register a user to the System- online and offline	
2	Enabled with the required equipment or technology to issue a new user id to new Customer- online	
3	Enabled to issue personalised cards with user id and information for ID proofs linked to the card - online and offline	
4	Enabled to collect and return security deposits	

5	Enabled to handle electronic (including card) and cash transactions for subscription fees and top up of smart cards.	
6	Enabled to link the transactions to the relevant user id.	

2.1.9 User Information System

S. No.	SmartPhone App- Minimum qualification	Yes/ No
1	SmartPhone apps provided for at least the Android and IOS Operating System	
2	Should be able to provide information about the system- static and real time for the ease of the user	
3	Should be linked to Google maps	
4	Should integrate information of the Public Bike Sharing system with the NDMC 311 App	
5	Should have enabling feature to integrate the information of PBS System with other systems of DTC, DMRC, Indian Railways, etc.	