
REQUEST FOR PROPOSAL

RFP No.: 4622 / BSCL / 17 / 2018

Date: 12th September, 2018

Project Name: Implementation of Smart City Projects under Smart City Mission in Bhubaneswar City

Name of Assignment: Selection of Agencies to Design, Procure, Install, Operate and Maintain Public Bicycle Sharing System in Bhubaneswar



Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha

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1 DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Bhubaneswar Smart City Limited ("Client") or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Goods and Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder to provide the Goods and Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

A. General Provisions

- 1. Introduction**
- 1.1 The city of Bhubaneswar has been selected to be developed into a smart city under the first phase of the Smart Cities Mission launched by the MoUD. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Bhubaneswar in accordance with the Smart City Proposals. The Smart City Plan envisaged to make Bhubaneswar a sustainable eco-city where citizen may also use bicycles as one of the prime mode of transport. In order to facilitate bicycle as a mode of transport in the city, it is intended to implement a Public Bicycle Sharing project through selection of a partner (in the form of an “Agency”) for Bhubaneswar. Therefore, the Client intends to invite bids for Selection of Agency for implementation of Public Bicycle sharing system in Bhubaneswar, as described in general in this Request for proposal document. The Bidder is required to comply with the provisions of the RFP for the bidding process and implementation of overall project.
- 1.2 The Client has adopted a single stage bid process for selection of the successful Bidder. Bidders who are eligible in accordance with Clauses 2 of the RFP are invited to submit their Proposals for providing the required Services, which will consist of two parts: (a) Qualification Documents and (b) Technical Proposal, each in the formats specified in Section 2 and 3.
- 1.3 The evaluation of the Proposals will be carried out in three sub-stages:
- (a) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
 - (b) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the Technical Evaluation requirements as per this RFP.
 - (c) The Proposals of the Bidders will be finally ranked on the basis of scores obtained in their technical proposal.
 - (d) The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 18. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the

successful Bidder. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 16, fulfil any other conditions specified in the letter of award and execute the Contract with the Client.

- 1.4 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the RFP, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.
- 1.5 Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2. Eligibility

- 2.1 A bidder/ consortium partner may use the credentials of its parent company (ies), provided such parent company holds at least 26% share in the bidder/ consortium Partner Company.
- 2.2 A company incorporated under the Companies Act 1956 or the (Indian) Companies Act, 2013 or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal, OR an international company that is incorporated in other countries, provided such company submits an undertaking to set up an entity in India as per the statutory laws including Companies Act, 2013 before signing of the agreement with the Client.
- 2.3 None of the member of a given JV/Consortium can be a member of another JV/Consortium for submitting this same bid otherwise all the bids comprising the same member shall stand disqualified.

3. Acknowledgement by Bidder

- 3.1 It shall be deemed that by submitting the Proposal, the Bidder has:
 - (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
 - (ii) accepted the risk of inadequacy, error or mistake

- in the information provided in the RFP or furnished by or on behalf of the Client;
- (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
 - (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
 - (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.
 - (vi) acknowledged that The Client and/ or its advisors/ Consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its Consultant.

B. The Bidding Documents

- 4. Clarification and Amendment of the RFP**
- 4.1 Any queries or requests for additional information in relation to the bid documents should be submitted in writing or by fax and email. The queries submitted sent via email should be in excel sheet format only, along with name and details of the organisation submitting the queries. The envelope or communication must clearly bear the following subject line – **"Selection of Agency (ies) to Design, Procure, Install, Operate and Maintain the Public Bicycle Sharing System in Bhubaneswar"** and sent to the address/number/e-mail address as indicated in the RFP.
 - 4.2 The Client will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated below** : -
 - 20/09/2018 at 3.00 PM
 - Conference Hall
 - Bhubaneswar Smart City Limited,
 - 5th Floor, Block – 1, BMC Bhawani Office Complex,
 - Saheed Nagar, Bhubaneswar – 751 007,
 - Odisha Telephone: 0674-2392778 Fax: 0674-2396889

- 4.3 The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified for bid submission date in the RFP

C. Preparation of Proposals

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| 5. Cost of Preparation of Proposal | The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder. |
| 6. Language | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be in written only. |
| 7. Proposal Validity | <p>(a) Each Proposal must remain valid for the period of 90 days.</p> <p>(b) During the Proposal validity period, the Bidder shall abide by its original Proposal without any change.</p> |
| Extension of Validity Period | <p>(c) The Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.</p> <p>(d) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>(e) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.</p> <p>(f) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.</p> |
| 8. Qualification Documents and Technical Proposal Format | <p>(a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information.</p> <p>(b) The Qualification Documents submitted by a Bidder shall comprise the following:</p> <p style="margin-left: 40px;">(i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;</p> <p style="margin-left: 40px;">(ii) Details of the Bidder in form set out at Appendix 2;</p> <p style="margin-left: 40px;">(iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;</p> |

- (iv) The EMD/Bid Security: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;
- (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
- (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
- (vii) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 6;
- (viii) Copy of tax registration in India; and
- (ix) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under applicable laws.

9. Financial Support

- 9.1 The operators will be provided with financial support for deployment of bicycles and during operation stage, as per the terms and conditions laid down in this section.
- 9.2 Capital Subsidy to operator(s) – The Client will provide capital subsidy (financial support up to Rs. 50,000/- per bicycle) to the operator(s) as per the schedule provided below: -
 - (i) Upon Deployment of Bicycles on Site in Bhubaneswar – Rs. 25,000/- per bicycle
 - (ii) At the end of 1st year from the date of deployment – Rs. 5,000/- per bicycle
 - (iii) At the end of 2nd year from the date of deployment – Rs. 5,000/- per bicycle
 - (iv) At the end of 3rd year from the date of deployment – Rs. 5,000/- per bicycle
 - (v) At the end of 4th year from the date of deployment – Rs. 5,000/- per bicycle
 - (vi) At the end of 5th year from the date of deployment – Rs. 5,000/- per bicycle
- 9.3 This support shall be available to an operator for a maximum of 1000 cycles each. A total of 2000 cycles will be supported under this scheme. In case if the qualified party (ies) are lesser in number and showcase high capacity and credential to deploy bicycles, then the Client shall reserve the right to increase the support to an operator for more than 1000 bicycles up to a maximum of 2000 bicycles.

Currency of Payment	All payments by the users of the system under the contract shall be made in Indian Rupees only.
10. Infrastructure Support	<ul style="list-style-type: none"> (a) The client shall provide infrastructure support by provisioning City Bike Stations where 10 bicycle docking/standing points at each Bus Queue Shelter of Capital Region Urban Transport (CRUT) will be provided, common to all PBS operators for stationing their bikes. There are approximately 200 Bus Queue Shelters of CRUT in 80 Km priority corridor of the city. (b) In case of internal areas where CRUT Bus Queue Shelters are not available, in such cases also PBS stations will be provided by the client.
11. Earnest Money Deposit/Bid Security	<ul style="list-style-type: none"> (a) An Earnest Money Deposit (EMD) amount of INR 2 lakhs only in the form of an irrevocable Demand Draft or unconditional bank guarantee drawn in favour of Bhubaneswar Smart City Limited and payable at Bhubaneswar must be submitted along with the Proposal. (b) Proposals not accompanied by EMD shall be rejected as non-responsive. (c) The EMD submitted along with the Proposal will remain valid for a period of 28 days beyond validity period of the Proposal, including any extensions thereof. (d) No interest shall be payable by the Client for the sum deposited as EMD. (e) Unless forfeited in accordance with Clause 12 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 16. (f) The EMD in original shall be placed in a separate envelope and marked as “EMD/Bid Security” and shall be attached with the envelope containing the Qualification Documents marked as “RFP – Selection of Agency (ies) to Design, Procure, Install, Operate and Maintain the Public Bicycle Sharing System in Bhubaneswar”.
12. Forfeiture of EMD	<p>The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:</p> <ul style="list-style-type: none"> (a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof. (b) If a Bidder is disqualified in accordance with Clause 2;

- (c) If a Bidder is declared the first ranking Bidder and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with Clause 16 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

13. Bid documents Processing Fees

- 13.1 All Bidders are required to pay the amount of INR 11,200/- (inclusive of GST @ 12%) only towards the cost of bid documents processing fees as follows:
 - a. Bid document processing fee shall be paid through demand draft drawn in favour of Bhubaneswar Smart City Limited
 - b. The bid document processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid document processing fees, would be declared as non-responsive and accordingly, rejected.

D. Submission, Opening and Evaluation

14. Submission, Sealing, and Marking of Proposals

- 14.1 The Bidder shall submit a signed, stamped and complete Proposal comprising the documents specified in Clause 8, as per the procedure specified in the RFP, no later than time and date as specified for bid submission date.
- 14.2 The Proposal shall be submitted in physical form (hard copy) along with the Demand Drafts / Bank Guarantee for Bid Security and Bid Document Processing Fee and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified below:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. All the pages of the proposal must be numbered in sequence. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by

the person signing the Proposal must be typed or printed below the signature.

14.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized signatory/ person signing the Proposal.

14.4 The proposal shall comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

a. The first envelope (Envelope A) will contain the Qualification Documents in original and be marked as follows:

“SELECTION OF AGENCY (IES) TO DESIGN,
PROCURE, INSTALL, OPERATE AND MAINTAIN
THE PUBLIC BICYCLE SHARING SYSTEM IN
BHUBANESWAR”
Qualification Documents

b. The Second envelope (Envelope B) will contain the Technical Proposal and be marked as follows:

“SELECTION OF AGENCY (IES) TO DESIGN,
PROCURE, INSTALL, OPERATE AND MAINTAIN
THE PUBLIC BICYCLE SHARING SYSTEM IN
BHUBANESWAR”
Technical Proposal

14.5 The sealed envelopes containing the Qualification Documents and Technical Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF AGENCY (IES) TO DESIGN,
PROCURE, INSTALL, OPERATE AND MAINTAIN
THE PUBLIC BICYCLE SHARING SYSTEM IN
BHUBANESWAR”
Proposal

14.6 Following schedule shall be adhered for the bid process: -

S. No.	Event Description	Date
1	Issue of Advertisement & Uploading of RFP	13/09/2018
2	Last date of receiving Queries	19/09/2018
3	Pre Bid Meeting	20/09/2018 at 3.00 PM
4	Reply to queries latest by	22/09/2018
5	Last Date of submission of Proposal	01/10/2018 up to 5.00 PM

14.7 The Client may, at its discretion, extend this deadline for submission of bids by amending the RFP, in which case all

rights and obligations of the Client and Bidders will thereafter be subject to the deadline as extended.

- 14.8 Any bid received by the Client after the bid submission deadline prescribed by the Client in the RFP, will be rejected and returned unopened to the Bidder.
- 15. Withdrawal, Substitution and Modification of Bids**
- 15.1 The Bidder may withdraw, substitute, or modify its bid after submission, but prior to Proposal due date.
- 15.2 Bids requested to be withdrawn in accordance with Clause 15.1 shall not be opened.
- 15.3 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security, if any, pursuant to RFP.
- 16. Performance Security**
- 16.1 Upon selection, the Bidder shall furnish to the Client, a performance security of the amount specified in Clause 16.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of **Bhubaneswar Smart City Limited** in the format appended to the Contract.
- 16.2 The Performance Security shall be for an amount equal to 10% of the value of financial support, payable for deployment of bicycles as per clause 9.2(i) i.e. Rs. 25,000 X No. of Bicycles being provided financial support under clause 9 X 10% = Performance Guarantee Amount.
- 16.3 The Performance Guarantee shall remain valid during the concurrency of the contract. After a period of three years from the date of deployment, the Performance Guarantee may be reduced to 10% of the value of financial support remaining to be received by the Operator for the contract period.
- 17. Insurance**
- 17.1 The operator(s) / agency(ies) would be required to maintain at their own cost, insurances as may be required for bicycles and allied infrastructure deployed as part of this RFP along with third party liabilities that may arise during the performance of the services forming part of this RFP.
- 18. Evaluation of Qualification and Technical Proposal**
- 18.1 The evaluation of qualification proposal will be undertaken as per minimum eligibility criteria provided below: -

S. No	Type	Qualification Criterion
1	Company Profile	The Bidder (Partner In charge as well as the member, in case of Consortium) shall be in existence and operations for a period of at least one

		year as on last date of submission of proposal.
2	Company Financials & Profile	The Bidder/Consortium together shall have an annual turnover of at least INR 50 lakhs in the last Financial Year (FY17-18 or FY 16-17).
4	Local Presence	The Bidder furnish an undertaking at the time of bid submission that the Bidder shall establish an office in Bhubaneswar within sixty days of signing the Contract. The office shall be maintained during the entire duration of the Contract.
5	Company Standing	As on date of submission of the proposal, the Bidder (all members of the consortium, if applicable) shall not be blacklisted by any State / Central Government Department or Central /State PSUs.
6	Prior Experience	The Bidder (any member in case of consortium) should have work orders/ agreement of at least two (2) nos. of cycle sharing system using IT/ Technology based system with a minimum fleet size of 100 bicycles in past three (3) years from the last date of bid submission.

18.2 The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

Sr. No.	Evaluation Criteria	Max. Score
1	Commitment for deployment of bicycles	40
(a)	Within 1 month from the date of letter of award (i) < 500 bicycles – 0 marks (ii) 500 bicycles – 8 marks (iii) 1000 bicycles – 16 marks (iv) > 1500 bicycles – 24 marks	24

(b)	Within 3 months from the date of letter of award (i) < 500 bicycles – 0 marks (ii) 500 to 1000 bicycles – 4 marks (iii) 1001 to 1500 bicycles – 8 marks (iv) 1501 to 2000 bicycles – 12 marks (v) > 2000 bicycles – 16 marks	16
2	Bicycle Sharing System	15
(a)	GPS + GPRS enabled smart lock	5
(b)	Demand and Supply monitoring and management - Data, Tech and AI driven	5
(c)	Innovative ways of Repair and maintenance	5
3	Features of bicycle	15
(a)	Bicycle design for low maintenance and high usage	5
(b)	Bicycle safety features	5
(c)	Bicycle key components durability (battery, lock, tyres, stand)	5
4	Operationalisation Plan and Techniques	20
(a)	Ease of registration, finding a Bicycle and booking a ride	5
(b)	Geo-fencing and other tech enable spatial control on Bicycle operations	5
(c)	Use incentives for ride behaviour, bicycle handling and social responsibility	5
(d)	Operationalization Plan & Strategy	5
5	Prior Experience	10
(a)	No of cities (in India or outside) with \geq 100 bikes deployed in each city: For each city 2 marks up to maximum of 10 marks	10

E. Negotiations and Award

- 19. Negotiations**
- (a) The bidder achieving highest technical score will be considered the successful bidder and invited for contract signing. The successful bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address as informed by the Client.
 - (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder's authorized representative.
 - (c) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.
- 20. Award of Contract**
- (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
 - (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
 - (ii) requesting it to submit the Performance Security in accordance with Clause 16;
 - (iii) Subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [5] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.
 - (b) If the selected Bidder fails to satisfy the conditions specified in Clause 20 (a) (i) above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.
 - (c) The client shall reserve the right to award the contract in full or a part. Any increase in the scope of contract shall be awarded within the limits as specified in Clause 9.

21. Corrupt and fraudulent practices

- 20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 20.2 Without prejudice to the rights of the Client under Clause 20.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client 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 selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 20.3 For the purposes of this Clause 20.3, 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 action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical

- consultant/adviser of the Client in relation to any matter concerning the Contract;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
 - (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;
 - (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
 - (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

ANNEXURE I: TECHNICAL REQUIREMENTS

1. Project Deployment

The Agency would be required to deploy the PBS system in two stages: -

- (a) 1st Phase within 1 month of award of work
- (b) 2nd Phase within 3 month of award of work

The payment of financial support (under clause 9) for deployment of cycles shall be for each of the phase separately, based on the number of cycles deployed by the Agency. The operation stage shall be for a period of 6 years from the date of complete deployment i.e. 3 months of award of work.

2. Bicycles:

Agency may adopt following indicative specifications for Bhubaneswar Public Bicycle Sharing System and is encouraged to provide better designs that is aligned to the objectives of the project and is further encouraged to keep improving the features during the contract period:

2.1 Standard Bicycle:

The Standard Bicycles shall have unique design and be easy to differentiate from general cycles available in the market. All the bicycle should have following minimum, but not limited to, specifications as necessary component:

Sr. No.	Bicycle Parts	Minimum Specifications
1	Frame of the Cycle	Standard unisex, sturdy and light weight (made of aluminum) frame that suits everyone.
2	Seat	Easily adjustable seat without need for any tools
3	Handle	High-rise handlebar with provision to attached front
4	Bell	Most common bell
5	Wheels and Tyres	24-26 inch Rim with a diameter of 22" to 26.2" (outside tyre) along with tubeless tyres – guaranteed for 15,000 km.
6	Chain Box	Covered to prevent rust and protect rider's clothing on chains if applicable
7	Breaks	Hub breaks for both front and rear break.
8	Stand	Single side kick stand.
9	Rim size	24-26 inch rim with aerodynamic design.
10	Rim tape	Appropriate rim tape securely covering all the spoke
11	Mudguard	Front and Rear mud guards with fenders
12	Lock	Inbuilt lock with four keys. Each lock and key should have frame number printed on it.
13	Front Basket	Front mounted Basket with a capacity up to 10kg.
14	Paddle	Central paddle.
15	GPS Device	All the bicycles should have well equipped GPS based tracking system.

3. Revenue Rights:

Agency:

The Agency shall have rights to generate revenue from following sources during the contract period:

- (a) Memberships: Sale of memberships and subscriptions to use the PBS system.
- (b) Fare box revenue: Charges earned from the use of the PBS system by users having no membership.
- (c) Cycling Event(s): The Agency shall be given the permission to conduct cycling event(s) in the city, and generate revenue from such events. Any cost related to conceptualisation, organisation and marketing of such event shall be borne by the Agency.
- (d) System Branding: The agency may desire to brand their public bicycle sharing system through sponsorship funding. All such rights for system branding and realisation of related revenue shall rest with the Agency.
- (e) Sponsorships / CSR Funding – The operator / agency will be permitted to received sponsorships and CSR funding for their system

Client:

The client shall retain the rights to generate revenue from following sources during the contract period:

- (a) Advertisements: Through placement of advertisement at the advertisement panels to be installed by the client for such purpose at Parking/standing locations or otherwise.

4. PBS System Charges:

The proposed maximum charges for Bhubaneswar PBS system, as determined by the client, is given below:

Security Deposit:

- 4.1.1 The Agency shall permitted to receive a refundable security deposit as security fee which can be charged from users to ensure safe usage of the infrastructure provided to them.
- 4.1.2 The amount of security deposit should not be unjustified and the client shall retain the right to direct the Agency to modify security deposit charges in such case.
- 4.1.3 The amount of security deposit shall be same, irrespective of users and their membership pattern.
- 4.1.4 The Agency shall be responsible for refunding all the deposit, in case no damage is created by the user to the bicycles of other components of PBS system, at the end of membership term unless the user renews his/her membership for another year.

User Fee /Subscription Fee/ Membership Fee:

- 4.1.5 The Agency shall collect a User Fee or subscription / Membership fee from all the users who wants to become a member for using the system.

- 4.1.6 Not all users who are registered with the system are required to become members.
- 4.1.7 Only members shall be given the rights to use the system unlimited times.
- 4.1.8 The Agency shall offer different membership options to the system users, such as yearly membership pass (valid for a year), quarterly membership (valid for three months, monthly membership pass (valid for months) or one time user.
- 4.1.9 Although the final structure of membership fee shall be decided after mutual agreement between Client and Contractor, an indicative fee structure for reference purpose is provided below:

Subscription Type	Fee (In INR.)
One Year Membership Pass	999
Three Months Membership Pass	299
One Month Membership Pass	149

User Fee:

The Contractor shall levy and collect fee from all the users based on the amount of time for which the bicycles is borrowed.

The final fee structure shall be as decided after mutual agreement between Client and the Contractor. An indicative fee structure is provided below for reference purpose:

Time (Per day)	Non Member - User Fees (In INR.)	Member-User Fees (In INR.)
0 - 30 mins	5	No Charges for the first 30 min, after that users have to pay as per the time slab by deducting the charges of the first slab
30 mins - 1 hours	10	
1 hour - 2 hours	25	
2 hours - 3 hours	50	
3 hours - 4 hours	100	
4 hours - 6 hours	175	
6 hours - 8 hours	250	
> 8 hours	350	

Processing Fee

- 4.1.10 The Agency will be permitted to charge an amount, to be decided & approved by authority, as processing fee for registration of a non-member in the system.
- 4.1.11 All the members will be exempted from this charge.

Revision of Charges:

- 4.1.12 The Service Charges (the fee components mentioned under section 8.1, 8.2, 8.3 and 8.4 above) shall be reviewed annually and revised in the year, when applicable as per section 8.5.2 below.
- 4.1.13 The Service Charge for any given payment period shall be called the Applicable Service Charge and shall be revised as follows:

$$K_{\text{applicable}} = K_{\text{base}} * (W_{\text{present}} / W_{\text{base}})$$

Where

$K_{\text{applicable}}$ is the Applicable Service Charge for the current payment period,
 K_{base} is the Service Charge for the first payment period,
 W_{present} is the Present Year Wholesale Price Index, and
 W_{base} is Base Wholesale Price Index².

4.1.14 The revision of service charge shall be applicable as per following;

- (a) if $K_{\text{applicable}} - K_{\text{present}} \geq \text{Rs. } 2.0$, in cases where $K_{\text{present}} \leq \text{Rs. } 25$; and
- (b) if $K_{\text{applicable}} - K_{\text{present}} \geq \text{Rs. } 5.0$, in cases where $K_{\text{present}} > \text{Rs. } 25$

where, K_{present} is the existing service charge being charged to the users.

4.1.15 In cases where revision in service charge is applicable as per 8.5.3, then such revision shall be in accordance with following: -

- (a) If $K_{\text{present}} \leq \text{Rs. } 25$, then $K_{\text{applicable}}$ shall be rounded to next higher number which is a multiple of 2; and
- (b) If $K_{\text{present}} > \text{Rs. } 25$, then $K_{\text{applicable}}$ shall be rounded to next higher number which is a multiple of 5.

5. Service Level Agreement (SLA)

5.1 Operation & Maintenance Phase related SLAs (During Operation Period)

S. No.	Performance Indicator	Explanation	Time	Acceptable Service Level	Penalty
1	Bicycle Availability	Average cycle ACTIVE fleet available per day	At 6 am or when the operations start in the day whichever is later	Should always be 95% or more of the total authorized fleet size	INR 2000 per day
2	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 100% of the agreed hours of operations (unless permission has been granted by client for otherwise)	INR 2000 per day

² The Wholesale Price Index as on Commencement Date will be the Base Wholesale Price Index.

ANNEXURE 2: SUBMISSION DOCUMENTS

APPENDIX 1: PROPOSAL SUBMISSION FORM

[On the Letter head of the Bidder]

{Location, Date}

To:

**Chief Executive Officer
Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha**

**Ref: Selection of Agency(ies) to Design, Procure, Install, Operate and
Maintain the Public Bicycle Sharing System in Bhubaneswar**

Dear Sir:

We, the undersigned, offer to Design, Procure, Install, Operate and Maintain the Public Bicycle Sharing System, on behalf of Bhubaneswar Smart City Limited in Bhubaneswar City of Odisha in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the RFP.
- (d) We have no conflict of interest in accordance with Clause 2.

- (e) We further, in accordance with the requirement of RFP, undertake to provide the following number of bicycles and allied infrastructure within the period as specified herein below: -

Within 1 month from the date of award		Within 3 months from the date of award	
<input type="checkbox"/>	< 500 bicycles	<input type="checkbox"/>	< 500 bicycles
<input type="checkbox"/>	500 bicycles	<input type="checkbox"/>	501 to 1000 bicycles
<input type="checkbox"/>	1000 bicycles	<input type="checkbox"/>	1001 to 1500 bicycles
<input type="checkbox"/>	> 1500 bicycles	<input type="checkbox"/>	1501 to 2000 bicycles
		<input type="checkbox"/>	> 2000 bicycles

- (f) We and our Affiliates are not submitting more than one or separate Proposals.
- (g) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (h) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (i) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (j) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in clause 20 of the RFP. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per RFP.
- (k) We or our Affiliates, Suppliers, or Agencies for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (l) If we are selected as the Agency we undertake the Contract and provide the Goods and Services on the basis of the requirements as defined in the RFP and our proposed system.

- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) We undertake to comply with the financial conditions and requirements as per RFP to implement and operate the project.
- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Bidder, or in respect of this Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (s) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in the RFP.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

[All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form.]

1. (a) Name:
 (b) Country of incorporation:
 (c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/ communication for the Client³:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
6. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:

³In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

- (c) Address:
- (d) Telephone Number:
- (e) E-Mail Address:
- (f) Fax Number:

APPENDIX 3: FORMAT OF THE EMD/BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

1. In consideration of you, Bhubaneswar Smart City Limited (referred to as **BSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), to Design, Procure, Install, Operate and Maintain Public Bicycle Sharing System in Bhubaneswar (the **Project**), as a part of implementation of Smart Cities Mission in Bhubaneswar, pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BSCL an amount of INR. [___] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by the CEO of BSCL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BSCL is disputed by the Bidder or not, merely on the first demand from BSCL stating that the amount claimed is due to BSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - (b) If a Bidder is disqualified in accordance with RFP;
 - (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4 of the RFP.
 - (d) If a Bidder is declared the first ranking Bidder and it:

- (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
- (ii) fails to furnish the Performance Security in accordance with Clause 16 of the RFP;
- (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- (v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.
If the Bidder is declared as the Agency, then the validity of the EMD of such Bidder shall be extended until the date on which the Agency submits the Performance Security. The EMD of the Agency will be returned upon the Agency furnishing the Performance Security.
5. We, the Bank, further agree that BSCL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BSCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BSCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, BSCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BSCL):

- (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BSCL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for BSCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR. [____]. The Bank will be liable to pay the amount or any part of the Guarantee only if BSCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period and requirement for the period of Bank Guarantee towards EMD).

16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal to Design, Procure, Install, Operate and Maintain the Public Bicycle Sharing System for Bhubaneswar Smart City Limited (BSCL) in Bhubaneswar City of Odisha”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BSCL, representing us in all matters before BSCL, if selected, undertaking negotiations with BSCL prior to the execution of the Contract and generally dealing with BSCL in all matters in connection with our Proposal.

We 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 attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For _____

(Signature)

(Name, Title and Address)

Witness:

- 1.
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER**Name of Bidder or partner of a Joint Venture (if allowed):**

S. No.	Financial Year (FY)	Annual Turnover (Rs. crore)
1	Financial Year 2015-16 (or FY 2016-17)	

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) *reflect the turnover of the Bidder;*
 - (b) *be audited by an Auditor;*
 - (c) *be complete, including all notes to the financial statements.*
- *In case the financial year in the Bidder's country is the calendar year, the Bidder shall submit above financial information for year 2016 or 2017; as applicable.*
- *In case Bidder is claiming International Turnover, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st March, 2018.*

Date:

APPENDIX 6: TECHNICAL QUALIFICATION – QUALIFYING PROJECTS*[Use a separate sheet for each contract]***Name of Bidder or partner of a Joint Venture/Consortium:**

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Client	
3.	Client address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued:	
5.	Contract role (check one) <input type="checkbox"/> Prime Bidder <input type="checkbox"/> Management Agency <input type="checkbox"/> Sub Agency <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Total contract: INR_____; Sub Agency INR:_____;Partner share: INR_____;	
8.	Date of award: Date of Commissioning:	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements:	

(Name and Signature of Authorized Signatory)

APPENDIX 7: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER (OR IT'S JV / CONSORTIUM PARTNER) IS NOT BLACKLISTED

(On a Stamp Paper of INR. 100/- value and duly notarized)

Affidavit

I M/s., (the name of the Bidder/Agency/ JV Partner and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted by any Central / State Government Department or Central / State PSUs globally from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal to Design, Procure, Install, Operate and Maintain the Public Bicycle Sharing System in Bhubaneswar (herein the "Project") would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 201....

NAME OF THE BIDDER/ JV / CONSORTIUM PARTNER

.....
SIGNATURE OF THE AUTHORISED PERSON

.....
NAME OF THE AUTHORISED PERSON

our _____* branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods/ s