

Gandhinagar Urban Development Authority



REQUEST FOR PROPOSAL (RFP)

Request for proposals to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar

Tender Issued online from:-

Date:- 12/12/2015 Time:- 12:00 hrs.

Last Date of online Submission of Tender:-

Date:- 28/12/2015 Time:- 16:00 hrs.

Invitee

Executive Engineer
Gandhinagar Urban Development Authority
Block No. 18, 4th floor, Udyog Bhawan, Sector – 11,
Gandhinagar – 382017
Phone/ Fax: 232 49017, 232 49018
E mail ID: guda_Info@yahoo.co.in
Website: www.guda.gujarat.gov.in

Request for proposals to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar

Gandhinagar Urban Development Authority

- 1. Disclaimer3
- 2. Introduction.....4
- 3. Instructions to bidders6
 - 3.1. Due Diligence6
 - 3.2. Cost of Bidding6
 - 3.3. Clarification to RFP Documents6
 - 3.4. Amendment of Bidding Documents6
 - 3.5. Pre-Bid Meeting.....6
 - 3.6. Documents Constituting Bid7
 - 3.7. Preparation of Bids7
 - 3.8. Deadline for Submission for Bids8
 - 3.9. Modification and Withdrawal of Bids9
 - 3.10. GUDA’s right to accept or reject any and/or all Bids9
 - 3.11. Signing of Provider Agreement9
 - 3.12. Expenses for the Provider Agreement10
- 4. General conditions of contract10
 - 4.1. Application.....10
 - 4.2. Performance Guarantee.....10
 - 4.3. Representations and Warranties.....10
 - 4.4. Providing the Cycle Sharing System11
 - 4.5. Right to Inspect Cycles, Support Facilities and Documents11
 - 4.6. Ownership & Protection of Property/Data11
 - 4.7. Suspension12
 - 4.8. No Waiver of Rights and Claims12
- 5. Scope of work13
 - 5.1. Terms of contract13
 - 5.2. Contract Period15
 - 5.3. Passenger Fare Determination and Collection15
 - 5.4. Cycle Docks & Stations16
 - 5.5. Fleet size16
 - 5.6. Advertising.....16
 - 5.7. Payment to the Service Provider16
 - 5.8. Summary of responsibilities17
- Annex A.18
- Annex B. Format for letter of application19
- Annex C. Format for general information.....21
- Annex D. Format for eligibility.....23
- Annex E. Formats for Power of Attorney and Memorandum of Understanding for consortium.....24
- Annex G. Format for undertaking26
- Annex H. Format for Performance Guarantee27
- Annex I. Format for Financial Bid29

1. Disclaimer

The Gandhinagar Urban Development Authority (GUDA) has prepared this Request for Proposals (RFP) to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar. The RFP has been prepared with an intention to invite prospective bidders and to assist them in making their decision of whether or not to submit a proposal. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Gandhinagar Cycle Sharing System. GUDA has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GUDA 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. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so. The information is provided on the basis that it is non-binding on GUDA, 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 his 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. We would also request the bidders to go through the RFP in detail and bring to notice (of GUDA) any kind of error, misprint, inaccuracies, or omission in the document.

GUDA 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.

Interested parties, after careful review of all the clauses of this RFP, are encouraged to send their suggestions in writing to GUDA. Such suggestions, after review by GUDA, may be incorporated into this RFP as an addendum which shall be uploaded onto the Government of Gujarat tender website. Interested parties should check the website to download the final terms and conditions before submitting Proposals.

2. Introduction

GUDA plans to introduce a Cycle Sharing System to provide a low-cost, environmentally friendly mobility and leisure riding option to city residents. Cycle sharing is a flexible system of personalised public transport. Cycles are available in a closely spaced network of cycle stations. Users can check out cycles at one station and return them to any other station in the network.

Cycle sharing is a key element in a city's strategy to expand the use of sustainable transport modes. Cycle sharing is expected to boost the use of public transport by providing crucial last-mile connectivity, thereby expanding the catchment areas for the region's rapid transit systems. By encouraging a shift to sustainable modes, the Cycle 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 bicycle 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 rollout of the Cycle Sharing System will be paired with the introduction of dedicated cycling facilities along major streets in Gandhinagar.

Phase 1 of the Gandhinagar Cycle Sharing System will consist of 100 cycles at 10 stations. The initial coverage area will include key destinations/prime locations including

- 1.) Pathikashram
- 2.) Sector 21
- 3.) Sarita Udhyan
- 4.) Punit Van
- 5.) Infocity
- 6.) Sector 23
- 7.) Central Vista
- 8.) Udhyog Bhavan
- 9.) Sector 24
- 10.) Railway Station.

The Gandhinagar Cycle Sharing System will connect these destinations to key modes of public transport, including GSRTC and VTCOS services.

GUDA hereby requests interested Parties to respond to this call for Request for Proposal to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar.

3. Instructions to bidders

3.1. *Due Diligence*

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

3.2. *Cost of Bidding*

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

3.3. *Clarification to RFP Documents*

In the event that any Bidder requires any clarification on the RFP, such Bidders are expected to send their queries to GUDA in writing by post, courier, or by facsimile at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting at the following addresses / fax number in order to enable GUDA to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting. In case bidder is unable to send his/her query regarding the bid within the prescribed time limit, the interested bidder can remain present in the pre-bid meeting and GUDA officials will by to reply to the query to the best of their knowledge. Nothing in this section shall be taken to mean or read as compelling or requiring GUDA to respond to any questions or to provide any clarification to a query. GUDA reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if GUDA in its sole discretion considers that no reply is necessary.

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

3.4. *Amendment of Bidding Documents*

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

3.5. *Pre-Bid Meeting*

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders 16:00 hrs on 18th December 2015 at GUDA office.

Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

GUDA may, at its sole discretion, extend the Deadline for Submission of Bids.

3.6. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

3.6.1. Technical Bid with Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in of the RFP Document along with all documents required to be submit agreement and the Bid Security. The said Technical Bids shall be evaluated by GUDA in its sole discretion.

3.6.2. Financial Bid

The Financial Bids should be in the form and manner set forth and details mentioned herein. Financial bid should be submitted only through online submission on website www.guda.nprocure.com

3.7. Preparation of Bids

3.7.1. Language of Bid

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

3.7.2. Bid Currency

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

3.7.3. Format of Earnest Money Deposit (“EMD”), Security Deposit & Tender Fee

Bid submitted in response to the RFP Document shall be accompanied by a EMD of 1% of current Project cost means Rs. 17,500/- (Rupees Seventeen Thousand Five Hundred only) (hereinafter referred to as “Bid Security” or “EMD”), in the form of a demand draft, banker’s cheque, or irrevocable bank guarantee drawn in favour of “GUDA, Gandhinagar” and payable in Gandhinagar. The tender fee is Rs. 900/- (Rupees Nine Hundred only)

3.7.4. Currency of Bid Security

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

Bidding shall be open to any individual or firms (which include companies, partnerships, proprietary concern, duly registered cooperative societies, and consortiums.) Who have experience of running such similar project successfully and satisfactory for 1 year in any part of the country.

3.7.5. Mailing Address for Bids

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

Name: Gandhinagar Urban Development Authority

Address: 18th block, 4th floor, Udhog Bhavan, Sector 11, Gandhinagar

E-mail: guda_info@yahoo.co.in

Phone: 07923249017, 07923249018

3.8. Deadline for Submission for Bids

3.8.1. Last Date and Time for Submission

The Bids must be received by GUDA at the specified address by 16.00 hours on 28 December 2015 IST. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for GUDA, the Bids will be received up to the appointed time on the next working day.

3.8.2. Extension of Deadline for Submission of Bids

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

3.8.3. Late Bids

Any Bid received by GUDA after the Deadline for Submission of Bids prescribed by GUDA will be summarily rejected and returned unopened to the Bidder. GUDA shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by GUDA.

3.8.4. Milestones

The detailed timetable for the bidding process that shall apply is specified below. All times are IST. GUDA reserves the right to make any changes in this timetable at its sole discretion.

Milestone	Date
Online uploading of RFP documents	12 Dec 2015
Pre-bid Meeting	18 Dec 2015
Last date for receipt of pre-bid queries	16:00, 17 Dec 2015
Last date for Online submission of Bid and Physical submission of Technical bid/document	16:00, 28 Dec 2015
Date of Opening of Technical Bids and Financial	17:30, 28 Dec 2015

The above time frame is indicative and would be subject to change as may be notified by GUDA from time to time.

3.9. Modification and Withdrawal of Bids

3.9.1. Modification of Bid

Bidder shall not be allowed to modify any part of its Bid after the Bid submission. But GUDA always reserved the right to ask for clarification in cases where inform action is not clear.

3.9.2. Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that GUDA receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

3.9.3. Eligibility criteria

In order to be qualified technically, the Bidder must meet both the Technical Eligibility Criteria as detailed below.

Technical Eligibility Criteria

The Bidder/s shall possess minimum 1 year experience in the operation of such similar type of Cycle Sharing Systems as detailed below, in order to be considered technically qualified:

- Experience of operations of Cycle Sharing Systems with more than one year AND.
- The services provider needs to provide satisfactory certificate from the authority for whom it work or is running this project.

3.9.4. Evaluation of Financial Bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

- The bid criterion is the Service Charge, quoted in Rupees Net amount per year, to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar.

The Bidder with the lowest Service Charge amongst the technically qualified bidder will be selected as the Service Provider.

3.10. GUDA's right to accept or reject any and/or all Bids

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

GUDA is entitled to accept/reject the tender at any stage of tender process.

3.11. Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the GUDA at the time of finalization of the Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence the operation of the Cycle Sharing System. The signing

of the Provider Agreement shall be completed within few days of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by GUDA in its sole discretion.

3.12. Expenses for the Provider Agreement

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

4. General conditions of contract

4.1. Application

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

4.2. Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to GUDA, for an amount equal to Rs.87,500/- (Rupees Eighty Seven Thousand Five Hundred Only) for Cycle Sharing System with 100(number) cycles. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex H of this RFP.

Performance Guarantee 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.

4.3. Representations and Warranties

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

- In accordance with the standards laid out in the RFP by GUDA for the Cycle Sharing System and those provided during the term of the agreement;
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Sufficient for the purpose(s) for which they are designed and developed;

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

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

Service Provider hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of the Cycle Sharing System by GUDA or any other authorized agency;

(ii) are for the benefit of GUDA; and (iii) are in addition to any warranties and remedies to which GUDA may otherwise agree or which are provided by law.

4.4. *Providing the Cycle Sharing System*

GUDA/GNFC/GSFC is the Service Provider for 100 Cycles for Cycle Sharing System.

The probable Cycles will be:

- 1.) BSA Hercules Mach City I Bike – Male – 65 Cycles
- 2.) BSA Ladybird Dazz – Female – 35 Cycles

4.5. *Right to Inspect Cycles, Support Facilities and Documents*

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

GUDA reserves the right to inspect/arrange inspection of any cycle, station, and/or any support facility used by Service Provider in relation to the implementation of the Cycle Sharing System, through an authorized agent / representatives. GUDA shall make a visit during the office hours of Service Provider. Service Provider shall at all times assist GUDA in such inspections.

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

4.6. *Ownership & Protection of Property/Data*

GUDA/Govt. Of Gujarat shall retain the title and ownership of any site allotted by GUDA to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Cycle Sharing System. Such title and ownership of GUDA/Govt. Of Gujarat in any such site shall not pass to Service Provider.

GUDA shall own any and all data created out of the Cycle Sharing System at all times, during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from GUDA.

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

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including the designs, software, modifications or facilities developed by GUDA under the Cycle Sharing System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to GUDA. The Service Provider's copy(ies) of Member data shall be destroyed.

4.7. Suspension

On the occurrence of any of the following events, GUDA shall, suspend any agreements as set forth in the Service Provider Agreement which may have been granted to the Service Provider there under:

In the event and to the extent GUDA is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s).

4.8. No Waiver of Rights and Claims

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

5. Scope of work

5.1. Terms of contract

Applicants need to provide manpower for the cycle Repairing & Registration at each of the 10 points as per timing described hereafter and also have to provide service of Operation & Maintenance of this project and Customer Service.

The Service Provider shall provide:

- Hardware and software:
 - All stations have authorised fleet size set by GUDA
 - Maintain Standby Cycles to ensure that the Cycle Fleet size always remain operational.
 - Provide aid in monitoring, planning, and the redistribution of cycles.
 - Service provider need to have such MIS, Mobile apps or RFID, GPRS, Tele-come systems or other any system considered ok by the technical bid committee carry out such IT systems to track all the cycles available on stations as well as moving on roads.

- Operations:
 - The Service Provider will develop and modify, from time to time; as decided by GUDA a detailed operating plan (“Operating Plan”) for the Cycle Sharing System. The Operating Plan will detail all aspects of operations including but not limited to redistribution, preventative maintenance, repairs, and customer service procedures. The Service Provider will incorporate suggestions on the Operating Plan from GUDA and will operate the Cycle Sharing System in accordance with the Operating Plan.
 - Establish a payment system to receive customer payments for Memberships and usage fees via multiple payment media after first 3 months. For the just 3 months the cycle have to run free of cost. The payment system will be decided and instructed by GUDA.
 - Maintain cycles and cycle stations in good condition.
 - Enrol trained man power to operate the Cycle Sharing System. The Service Provider will prepare a Human Resources Plan specifying how Cycle Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by GUDA.
 - In the initial phase, there are total 10 stations installed by GUDA. Service provider need to be deploy manpower with such timing given below:

Stations	Timing	Manpower for Clerical & Repairing work
Sarita Udhyan	6 am to 10 am & 4 pm to 8 pm	1
Punit Van	6 am to 10 am & 4 pm to 8 pm	1
Infocity	6 am to 10 pm	2
Pathikashram	6 am to 10 pm	2
Sector 21	6 am to 10 pm	2

Central Vista	6 am to 10 am & 4 pm to 8 pm	1
Udhyog Bhavan	6 am to 10 am & 4 pm to 8 pm	1
Sector 28	6 am to 10 am & 4 pm to 8 pm	1
Sector 24	6 am to 10 pm	2
Railway Station	6 am to 10 pm	2

- Bear all expenses towards Operation and maintenance of the Cycle Sharing System through the entire period and not claim any additional expenses.
- Establish and maintain a Control Centre, called the “Service Provider Control Centre,” that will monitor operations of the Cycle Sharing System. The Control Centre will constitute GUDA’s single point of contact to enable GUDA to coordinate with the Service Provider in the course of the day-to-day operation and management of the Cycle Sharing System by GUDA. The Service Provider shall ensure that the Control Centre is staffed by appropriately qualified person or personnel and further that there is due coordination between the staff at the Service Provider control centre and GUDA.
- Provide access to the monitoring system with which GUDA may monitor the Cycle Sharing System. The Service Provider will provide real-time information access and periodic summary reports:
 - Fleet size
 - For each Station:
 - Number of full Docks
 - Number of empty Docks
 - Operational status
 - For each Cycle:
 - Operational status: in service, out of order, etc.
 - Number of Rides taken on the Cycle during its lifetime and since last maintenance
 - Trip Data
 - Number of Rides taken using the system
 - Record of each Ride taken using the system, including the user ID, origin, and destination, start time, end time, and cycle ID.
- The service provide shall have all rights to sell advertisement space except the space for advertisement of donor of cycle station (and cycles) for the 1 year and carry out other revenue generating activities on the Cycles, Stations, and other facilities, which are retained by and shall vest only in GUDA. The Service Provider shall be obliged to carry advertisements on the cycles and stations as determined by GUDA. The Service Provider may not carry out any other commercial activities on or near Cycle Sharing System facilities unless explicitly approved by GUDA.
- Customer service:
 - Establish customer service platforms for the Cycle Sharing System, with a well trained employee with a smart phone through which he can track cycles, attend customer calls

and grievances, attend to mobile apps or IT driver system to disseminate information, assist with registrations, and address grievances.

- Provide real-time data on available Cycles and Stations at each Station to GUDA and to third parties in a format specified by GUDA.
- Also submit monthly data in hard copy on any or all data as required by GUDA
 - Fleet size
 - For each Station:
 - Number of full Docks
 - Number of empty Docks
 - Operational status
 - For each Cycle:
 - Operational status: in service, out of order, etc.
 - Number of Rides taken on the Cycle during its lifetime and since last maintenance
 - Trip Data
 - Number of Rides taken using the system
 - Record of each Ride taken using the system, including the user ID, origin, destination, start time, end time, and cycle ID.
- Legal:
 - In registration form, write in case of accident injury, GUDA and Service Provider will not be liable for such incidents.

5.2. Contract Period

This Contract is being granted for operation and maintenance of the Gandhinagar Cycle Sharing System for a Contract Period of 1 (one) year.

The contract period may extent if GUDA certify the service provide and is satisfied with its services for Cycle sharing project.

5.3. Passenger Fare Determination and Collection

GUDA will approve the membership fees and usage fees that will be charged from the users of the Cycle Sharing System after first 3 months of operation. However, In first 3 months the Users will be charged exceeding timings of Stations and it will be charged as

User Fees:

1. Free:

On those locations where 6 am to 10 am & 4 pm to 8 pm timings, those stations will not charge anything from users for above timings but if time exceeds then charge for remaining timing will be charged as Rs. 10 per hr from users.

2. Chargeable:

In those locations where 6 am to 10 pm, those will not have any charge for first 4 hrs. After that Rs. 10 per hr will be charged from users.

No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service is prohibited by the Service Provider and any staff engaging in such a practice should be disciplined accordingly.

The Service Provider shall retain user fee and advertisement revenue.

5.4. Cycle Docks & Stations

GUDA will provide Cycle docks & Stations in form of Shipping Container of 20 ft x 10 ft x 10 ft size. Service provider will put all their cycles in this container. For marketing purpose, service provider may put few cycles outside the container. All the docks & stations shall be maintained by the Service Provider including electricity bill.

The Service Provider shall source and install the maintenance equipment as necessary. Minor like filling air in tyre, puncturing, repair, oiling etc. repairs of the Cycles and Stations procured for Cycle Sharing System shall be carried out on site.

5.5. Fleet size

Service Provider will maintain the Fleet to match the Authorised Fleet requirements as per the timeline below.

<i>Cycle Docs & Stations</i>	<i>Authorised Fleet</i>
10 Stations	100 Cycles

5.6. Advertising

The Service Provider will make available designated branding/advertising spaces on the cycles and stations available to GUDA except to be space reserved by GUDA for advertisement of the donor of cycle station and cycle as per the Technical Specifications. The Service Provider will install and remove advertisements from the Cycles and Stations as directed by GUDA.

All rights to advertising, sponsorship, naming, and branding rights associated with the system will remain with the GUDA.

5.7. Payment to the Service Provider

In case service provider has quoted a price that needs to be paid by the GUDA to the service provides for this services, the annual amount plus services tax quoted by the service provider will be divided into 12 monthly instalment equally. After submission of monthly invoice bill by the service provider to the estate branch, the estate branch by day 7 will make the payment by account payee cheque to the service provider.

In the event that any damages or need for repairs to the Project Assets arises during the Agreement Period on account of Vandalism, the Service Provider will be required to make good the damages and repair and rectify the Project Asset to the original conditions at the cost of GUDA. Damage to Project Asset due to regular wear and tear under filed conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Service Provider shall be the liability of the Service Provider. In such case Service shall repair and rectify at its own cost the damages to the satisfaction of GUDA.

The Service Provider will be responsible for loses due to theft of Cycles while Cycles are checked out or in the stations. The Service Provider may take out an insurance policy to cover such loses but the insurance premium will be the responsibility of the Service Provider.

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

GUDA shall not be liable to make any other payments such as those arising from maintenance or operations of the Cycle Sharing System other than the payments described in this section.

5.8. Summary of responsibilities

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

5.8.1. Service Provider

- Maintenance of Cycles and Stations.
- Providing Manpower for Cycle repair, registration, and other customer care services
- Redistribution of Cycles. Diesel and Driver cost shall be borne by the service provider. Vehicle (TATA Ace) will be provided by GUDA. Maintenance of vehicle has to be done by the service provider. This vehicle should also act as mobile cycle stand. The service provider will be responsible for any accident if they happen, by its engaged or otherwise manpower or representative and will have to bear all costs as a result of such event. The service provider can earn from advertisement revenue on this vehicle also.
- Maintenance of Cycles and Stations.
- Customer information systems including phone calls, System website and or the Smartphone applications.
- Submit monthly report to GUDA regarding Cycle sharing system as required by GUDA.

5.8.2. GUDA

- Provides Cycles station (Shipping Container)
- Provide Cycles at each stations decided by GUDA
- Specification of service levels.
- Vehicle for Redistribution.
- Review of Service Provider plans for station sitting, redistribution, maintenance, marketing, and other activities.

Annex A.

Customer service

The Service Provider will be required to market the system with a direct focus on encouraging usage and safety around the system. The marketing and all aspects will be defined in the service level agreements. The Service Provider is encouraged to use a variety of traditional low cost and more innovative marketing techniques. The cost of marketing will be borne by the service provider.

Customer service

The Service Provider will maintain a customer service its cycle station and even telephonically or through email provided by GUDA meeting the following standards:

- Communicates real-time with the Control Centre.
- Staff proficient in Gujarati, Hindi and English.
- Allows users to apply for memberships, obtain information on their membership status, and recharge their accounts.
- Can provide printed material in Gujarati, Hindi and English explaining how to subscribe to the system and maps showing station locations.

Annex B. Format for letter of application

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date: _____

To,

Gandhinagar Urban Development Authority
18th block, 4th floor,
Udhyog Bhavan,
Sector 11,
Gandhinagar

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 Service Provider for the Gandhinagar Cycle Sharing System.

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

- The applicant’s legal status
- The applicant’s principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective envelopes.
- The EMD/Bid Security amount of Rs. 17,500/- (Rs Seventeen Thousand Five Hundred Only) vide DD no. _____ dated _____ of bank _____ drawn in favour of _____ and payable at _____ (city).

The GUDA 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 GUDA.
- GUDA has reserved the right to:
 - Amend the scope of work for the Cycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
 - Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and

- GUDA shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

We confirm that we agree with the terms and conditions provided in RFP/Technical Bid.

The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by GUDA.

The Bid Purchase amount of Rs. 900/- (Rupees Nine Hundred 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 GUDA, Gandhinagar and payable at Gandhinagar (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]

Annex C. Format for general information

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

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation/registration	
Year of incorporation/registration	
No of employees	
Legal status of firm (company/partnership/proprietorship, etc.)	
Registration/incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
Ownership structure, business growth revenue details, staff details and/or capability statement.	
Management team	
Products/services offered	

<p>Annual income and turnover for last 3 years if any. This need to be written separately for Separate business undertaken by the bidder submit audited annual report of turnover year wise with C.A. certificate and income tax return.</p>	
<p>Major clients</p>	
<p>Business partners (and the services/products they offer</p>	
<p>History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time</p>	
<p>History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time</p>	

Annex D. Format for eligibility

The Service Provider will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the requirements (outlined in Annex A). The form is to be submitted for each firm in case of consortium/joint venture.

The Service provider must have atleast 1 year experience of Public Cycling or Rent a Bike model or Free biking in any cities of India.

Technical eligibility

The bidder will need to submit details of how and in what role he is involved in the cycling project. He/She will need to submit that work order and tender for the cycling projects he/she has undertaken or is undertaking.

The bidder will need to submit details of how the intends to operational, increase user base, this tracking system of cycles, maintenance system, the qualification and number of manpower employed by him/her for the project if he/she is awarded the project.

<i>Time Period</i>	<i>City</i>	<i>In Cycle Sharing Systems operated by the Bidder, the number of Cycles in the operational Fleet during the specified time period</i>	<i>Remarks</i>
DD/MM/YY - DD/MM/YY	[City 1]		
	[City 2]		
	[City 3]		
	[etc.]		

In the preceding table, the Bidder shall mention only the cycles that were commissioned prior to the respective time period.

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

Power of Attorney

Dated this _____ day of _____ 2015

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 GUDA (“GUDA”) has invited applications from interested parties for the Gandhinagar Cycle 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 GUDA, to follow up with GUDA 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 successful bidder.

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 _____ 2015.

[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 _____ (herein after collectively referred to “the consortium / joint venture”) for execution of tender.

Whereas the GUDA has invited tenders from the interested parties for the Gandhinagar Cycle 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.

Annex G. 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 _____ 2015

[Signature]

[Company stamp]

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

Annex H. Format for Performance Guarantee

[On bank's letterhead with stamp]

To

Chief Executive Authority,
Gandhinagar Urban Development Authority (GUDA),
Gandhinagar

Know all persons by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto the GUDA (hereinafter called "the Owner") in the sum of Rs. _____ lakhs (Rupees _____ lakhs only) for which payment will be made to the said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of Acceptance No. _____ dated _____ has been issued by the Owner to _____ [Name of Service Provider] (Hereinafter called "the Service Provider") for execution of the Gandhinagar Cycle Sharing System, and whereas the Service Provider is required to furnish a Bank Guarantee for the sum of Rs. _____ lakhs (Rupees _____ lakhs only) towards the Performance Guarantee for the said Gandhinagar Cycle Sharing System, and whereas _____ [Name of Bank] has, at the request of the Service Provider, agreed to give this guarantee as hereinafter contained without demur, we agree as follows:

- That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Service Provider.
- That any account settled between the Owner and the Service Provider shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- That this guarantee commences from the date hereof and shall remain in force for a period of 7 (seven) years and 90 days.
- That the expression 'the Service Provider' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

The Conditions on this obligation are:

- If the Service Provider fails or refuses to enter into the Service Provider Agreement within the time limit specified in the Letter of Acceptance.
- If the Service Provider fails to perform its obligations under the Service Provider Agreement to be entered into between the GUDA and the Service Provider pursuant to issuance of Letter of Acceptance by GUDA to Service Provider.

We undertake to immediately pay to the Owner in Public the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions mentioned above and specifies the occurred condition or conditions.

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]

Annex I. Format for Financial Bid

Name of Work: Request for Proposal (RFP) to Provide Manpower & Operate, Maintain, Repair Cycles in Gandhinagar

Sr. No.	Description of Services	To be quoted as annual amount either which is offered by the service provider to GUDA or which the service provider wants GUDA to pay to it. (Rs.)
A	Cycle Sharing Project in Gandhinagar	

Note:

Assignment will be given on the basis of L-1 rate offered and approved by GUDA to bidders for the respective work.

Signature:

Authorized person of Consultants

Seal of Firm/ Company