

Request for Proposal
For
Design, Installation, Operation, Maintenance and Transfer of Public Bicycle Sharing
System in Imphal under Smart City Mission

Volume I: Instruction to Bidder

Bid due date:



Imphal Smart City Limited,
Directorate of MAHUD, PDA Complex,
North AOC, Imphal-795001,
Manipur
Email:ceoimphalsmartcity@gmail.com

NIT No. : 3/14/2020-ISCL

Issued on : 11/03/2021

Table of Contents

Contents

1.	Introduction	9
1.1.	Project Background	10
1.2.	Imphal City	10
2.	Data Sheet & Timelines.....	12
3.	Definitions.....	13
4.	Scope of Works	15
4.1.	Planning, Design and Installation	15
4.1.1.	System Planning.....	15
4.1.2.	System Design.....	15
4.1.3.	Station Installation Plan.....	16
4.2.	Cycle Track Marking.....	16
4.3.	Cycle	16
4.3.1.	Technical standards.....	16
4.3.2.	Number of Cycles - Fleet Size.....	17
4.4.	Stations	17
4.4.1.	Technical Specifications.....	17
4.4.2.	Minimum Hours of Operation	17
4.4.3.	Number of Stations	17
4.5.	Central Control System	18
4.6.	Redistribution.....	18
4.7.	Depots/ Workshops	18
4.8.	Registration of Users.....	19
4.9.	Fare Collection System.....	19
4.10.	User Information System.....	19
4.11.	Advertising	19
4.12.	Kiosks	19
4.13.	Marketing.....	20
4.14.	Operations	20
4.15.	Data Reporting.....	21
4.16.	Maintenance	21

4.17.	Customer service:.....	22
4.18.	Legal.....	22
5.	Implementation.....	23
5.1.	Contract period.....	23
5.2.	Training & Testing.....	23
5.3.	List of Indicative Deliverables.....	23
6.	Payment to the Service Provider by ISCL.....	25
6.1.	Capital Cost.....	25
6.2.	Operation & Maintenance Cost.....	25
6.3.	Damages.....	25
7.	Payment to the ISCL by Service Provider.....	26
8.	Summary of Responsibilities.....	27
8.1.	Service Provider.....	27
8.2.	ISCL.....	27
9.	Brief Description of Bidding Process.....	28
10.	Instructions to bidders.....	30
10.1.	Due Diligence.....	30
10.2.	Cost of Preparation of Proposal.....	30
10.3.	Clarification to RFP Documents.....	30
10.4.	Amendment of Bidding Documents.....	30
10.5.	Pre-Bid Meeting.....	30
10.6.	Documents Constituting Bid.....	31
10.6.1.	Technical Bid with Bid Security.....	31
10.6.2.	Financial Bid.....	31
10.7.	Preparation of Bids.....	31
10.7.1.	Language of Bid.....	31
10.7.2.	Bid Currency.....	31
10.7.3.	Currency of Bid Security.....	31
10.7.4.	Authentication of Bid.....	31
10.7.5.	Validation of interlineations in Bid.....	31
10.7.6.	Number of Copies of Bid.....	32
10.7.7.	Sealing and Marking of Bids.....	32
10.8.	Bid Validity.....	32
10.8.1.	Bid Validity Period.....	32

10.8.2.	Extension of Bid Validity Period.....	32
10.9.	Address for Bid Submission.	32
10.10.	Deadline for Submission for Bids.....	33
10.10.1.	Last Date and Time for Submission.	33
10.10.2.	Extension of Deadline for Submission of Bids.....	33
10.10.3.	Late Bids.....	33
10.11.	Modification and Withdrawal of Bids.	33
10.11.1.	Modification of Bid.....	33
10.12.	Bid Evaluation.....	33
10.12.1.	Opening of Technical Bid - The Qualification Bids.....	33
10.12.2.	Announcement of Bids.	33
10.12.3.	Opening of Financial Bids.....	33
10.12.4.	Completeness of Bids & Rectification of Errors.	34
10.12.5.	Clarification of Bids.....	34
10.12.6.	Responsiveness Check.....	34
10.13.	Eligibility Criteria	35
10.13.1.	General Eligibility.....	35
10.13.2.	Technical Eligibility	36
10.13.3.	Financial Eligibility Criteria:	37
10.14.	Bid Processing Fees.	37
10.15.	Bid Security.....	37
10.15.1.	Discharge of Bid Security of unsuccessful Bidder(s).....	37
10.15.2.	Discharge of Bid Security of successful Bidder.	37
10.15.3.	Forfeiture of Bid Security.....	38
10.16.	ISCL's right to accept or reject any and/or all Bids.....	38
10.17.	Bid Evaluation.....	38
10.17.1.	Evaluation of Technical Bid.....	38
10.17.2.	Evaluation of Financial Bid.....	39
10.18.	Signing of Provider Agreement.....	40
10.19.	Expenses for the Provider Agreement.....	40
10.20.	Annulment of Award.....	41
10.21.	Failure to abide by the Provider Agreement.....	41
10.22.	Performance Security	41
11.	Fraud and Corrupt Practices.	42

Appendix I: Minimum Technical Specifications	44
Appendix II: Indicative List of Stations and Location Map.....	47
Appendix III: Fare Structure	49
Annexure 1: Format for Letter of Application.....	51
Annexure 2 : Format for Power of Attorney for Authorised Signatory	53
Annexure 3: Format for General Information of Bidder	54
Annexure 4: Format for Details of Technical Eligibility	56
Annexure 5: Format for Financial Capability	57
Annexure 6: Format for Declaration by the Bidder for not being Blacklisted/Debarred	58
Annexure 7: Format for self-declaration/ Rule 144 GFR reg.....	59
Annexure 8: Format for Self-declaration against the rule 144 (xi) -GFRs 2017 in case of sub-contracting.....	60
Annexure 9: Format for self- certification by Class I local supplier/Class- II local supplier	61
Annexure 10: Format for Undertaking	62
Annexure 11: Format for Power of Attorney for Lead Partner.....	63
Annexure 12: Format for Consortium Agreement.....	64
Annexure 13: Format for Product Details	68
Annexure 14: Format for Performance Guarantee	69
Annexure 15: Format for Financial Bid	71



IMPHAL SMART CITY LIMITED
CIN: U45309MN2016SGC013502
DIRECTORATE OF MAHUD, PDA COMPLEX, NORTH AOC, IMPHAL-795001

Notice Inviting Tender

NIT No.: 3/14/2020-ISCL

Date: 11/03/2021

The **Imphal Smart City Limited (ISCL)** invites bids from prospective bidders for **“Design, Installation, Operation, Maintenance and Transfer of Public Bicycle Sharing System in Imphal under Imphal Smart City Mission”**. The term of the contract will be for 5.5 years including installation. Brief detail of bidding activities is as below:

Description	Details
Name of the Project	Design, Installation, Operation, Maintenance and Transfer of Public Cycle Sharing System in Imphal under Imphal Smart City Mission
Cost of bid document (Nonrefundable)	Rs 10000 (Rs Ten Thousand only)
Earnest Money Deposit*	Rs 2,90,000 (Rupees Two Lakh Ninety Thousand only)
Last date for submission of bid	12/04/2021 at 3.00 PM

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from the website www.imphalsmartcitylimited.com and www.manipur.gov.in. The project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. ISCL has right to accept/reject any tender without assigning any reason. ISCL reserves all rights to reject whole or part of the proposal, all or any proposal and to modify the terms and conditions.

S/d
Chief Executive Officer
Imphal Smart City Ltd
Imphal, Manipur

Disclaimer

This Request for Proposal (RFP) document issued by the Imphal Smart City Limited (hereinafter referred to as ISCL/Authority) for Selection of Developer for Design, Installation Operation Maintenance and Transfer of Public Cycle Sharing System in Imphal under Smart City Mission (hereinafter referred to as Project) contains brief information about the scope of work and qualification process for the selection of bidder. The purpose of the RFP Document is to provide the bidders with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal").

The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to 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 or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the Project. 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 Authority, 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 bidder may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory authority requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 anyway in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any bidder upon the statements contained in this RFP. The Authority 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 Authority reserves the right to accept or reject any or all Proposals without giving any

reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP

1. Introduction

ISCL plans to introduce a Public Cycle Sharing System to provide a cost-effective environment friendly, safe and healthy mobility option to the residents of Imphal. Public Cycle sharing is a flexible system of personalized public transport wherein cycles are available in a close spaced network of cycle stations. The system shall allow users can avail cycles at one station and return them to any other station in the network.

Cycle sharing is a key element in a city strategy to expand the use of sustainable transport modes. Cycle sharing is expected to boost the use of public transport by providing short trips including both origin & destination connectivity, thereby expanding the catchment areas for the region rapid transit systems. By encouraging a shift to sustainable modes, the Public 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 environment- friendly where pedestrians and cyclists, feel safe and comfortable. Imphal Smart City Limited (ISCL) and other agencies of the Government of Manipur will strive to develop safe facilities for cycling in conjunction with the rollout of the Cycle Sharing System in Imphal.

In the first phase, Imphal Cycle Sharing System will consist of 100 cycles at 20 stations. The coverage area will include key destinations including public transport hubs, landmarks, marketplaces, government and educational institutions. The Imphal Cycle Sharing System will connect these destinations to key modes of public transport

ISCL proposes to undertake a transparent and competitive bidding process through this RFP, for selecting a technically and financially capable entity for designing, installation, operation and maintenance of Public Cycle Sharing system in Imphal for 5.5 years (excluding the period of design & Installation), at the end of which the Project assets, facilities and the property is to be transferred back to ISCL

ISCL hereby requests interested Parties to respond to this call for Request for Proposal (RFP) for the development, design, procurement, installation, operation and maintenance of the Public Cycle Sharing System in the city of Imphal, Manipur. The brief particulars of projects structures are given below:

The Capital Cost of the project which is determined by the Service Provider's offer in the competitive bidding process, will be paid to the Service Provider in installments and will be based on timelines as provided in this RFP. The Capital cost is capped at Rs. 1.46 Crores.

The Service Provider will share quoted percentage of revenue from the operations of the project with ISCL.

The operations contract will be issued to the Service Provider for a period of 5 years. During this period, the Service Provider is entitled to:

Fare box revenue: Revenue earned from sale of memberships and rental income earned from renting of Cycles to the users.

Advertisement Revenue/ Sponsorship Contract Revenue: The Service Provider will be given the rights to sell advertisement space on the system. This includes advertisement space on Cycles and Station infrastructure like panels and docks at the Station. Alternatively, the Service

Provider may also sell sponsorship contract to the system to a single entity. The Service Provider shall be responsible to pay such charges, taxes & duties as may be applicable from time to time.

- **Kiosk Revenue:** The Service Provider can setup kiosks at approved cycle stations and provide an undertaking as to the retail usage of the kiosk (the type of goods and/or services being offered). The type of retail services offered are also subject to approval from ISCL. The Service Provider shall be responsible to pay such charges, taxes & duties as may be applicable from time to time.
- **Annual Cycling Event:** The Service Provider will be given the rights to conduct an annual cycling event in the city. The surplus from this event, if any, will be used for publicizing the Public Cycle Sharing system.
- The location for the Cycle Stations will be determined by ISCL in consultation with the selected Service Provider. However, decision of ISCL will be final and binding upon Service Provider.
- **Utility Shifting:** If any Utility Shifting is required for Stations, then cost of same shall be borne by the Service Provider.

ISCL hereby requests interested Parties to respond to this call for Request for Proposal for the Development, Design, Procurement, Installation, and Operation of the Cycle Sharing System in Imphal, Manipur.

1.1. Project Background

The Smart City Mission (SCM) of the Govt. of India, launched in 2014, is aimed at developing 100 smart cities across the country. Objective of the Smart City Mission is to promote cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of 'Smart' Solutions. The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a light house to other aspiring cities. The Smart Cities Mission is meant to set examples that can be replicated both within and outside the Smart City, catalyzing the creation of similar Smart Cities in various regions and parts of the country.

Imphal city was selected as one of the cities to be developed as Smart City under Fast Track round of Smart City Challenge Programmed. As part of the smart city initiative, Imphal has a vision to be a culturally vibrant tourist and sporting destination and a business center as a gateway to Southeast Asia. The strategic focus is on creating an identity for Imphal along with enhancing the quality of life in the city. Imphal has a five-pronged blueprint of 'Revitalization of Central Business District, Tourism and Heritage Precincts, Smart Mobility, Smart Infrastructure and Smart Governance' to drive the development. Imphal Smart City Limited is responsible for implementation of the projects under Imphal Smart City Plan.

1.2. Imphal City

Imphal, the capital city of Manipur is a rapidly growing urban area situated at an extreme east of India. Imphal Municipal Corporation which spreads over two districts of Imphal West and Imphal East cover an area of 34.72 sq km, with a population of 2.8 lakhs (2011 census). The estimated target population for Smart City is 4.14 lakhs.

Two National Highways pass through city of Imphal which has a total road network of about 388 km, of which National Highway, State Highway and District roads together comprise about

71 km remaining include municipal roads.

Imphal region exhibits distinct features of hilly areas in the extreme north and marshy land in the southern parts of the district with limited plain topographic area. The Imphal city with an altitude around 786 m above mean sea level, is mostly a plain area. The region enjoys subtropical humid climate. Average annual rainfall in the district is 1632.4 mm. About 60 to 65% of the annual precipitation is received during south-west monsoon from June to September. Annual average temperature of the district is recorded to be 20.40 C and the temperature ranges from 40 C to 36 0 C. The relative humidity is high.

2. Data Sheet & Timelines

1	Project Name/ Name of Work	Design, Installation, Operation and Maintenance of Public Cycle Sharing System in Imphal under Smart City Mission
2	RFP Reference No.	-----
3	Name of Authority	Imphal Smart City Limited
4	Implementation Structure	Design -Build-Operate-Transfer
5	Bidding Parameter	Bidder quoting Least grant will be selected
6	RFP Document Fees	INR 10,000 as DD in favour Imphal Smart City Limited Exemption will be granted to the MSME companies. Bidder is required to submit relevant document as per MSME Act.
7	EMD Amount	INR 2.90 lakhs as DD in favour of Imphal Smart City Exemption will be granted to the MSE companies. Bidder is required to submit relevant document as per MSME Act.
8	Performance Security	3% of the Maximum Grant allowed as per RFP document (i.e 4.35 lakhs)
9	Last date for receiving of Queries	22-03-2021 by 3.00 PM
10	Pre-bid meeting	22-03-2021 by 3.00 PM at the office of the CEO, Imphal Smart City Ltd. MAHUD, PDA Complex, North AOC, Imphal - 795001
11	Last date for Bid Submission	12-04-2021 by 3.00 PM at the office of the CEO, Imphal Smart City Ltd. MAHUD, PDA Complex, North AOC, Imphal - 795001
12	Opening of Technical Bid	12 -04 -2021 at 3.30 PM
13	Opening of Financial Bid	To be informed
14	Contact person and email id	Mr Japheth Chawang OSD, Imphal Smart City Ltd, MAHUD, PDA Complex North AOC, Imphal-795001 Email:ceoimphalsmartcity@gmail.com Tel: -----
15	Consortium	Allowed (Maximum two members)
16	Concession Period	5.5 years from the date of agreement.

The time frame given in the Data Sheet is indicative and would be subject to change as may be notified by ISCL from time to time. Please refer to the NIT for further information about the tender schedule.

3. Definitions

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

“Authorised Fleet” is the number of cycles in operation as defined by ISCL.

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

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

“Commencement Date” means the date stipulated by ISCL for commencement of the Cycle Sharing System by the Service Provider under the Service Provider Agreement and shall for all practical purpose be the date of signing of Service Provider Agreement.

“Commercial Operations Date” or “COD” means the date when the Service Provider begins commercial operations of the Public Cycle Sharing System pursuant to issuance of Completion Certificate by the Authority;

“Control Centre” means the central facility of the Public Cycle Sharing System used mainly for service monitoring, operations control, and customer service. It is the location for collecting, storing, consolidating, processing the information obtained from various elements of the Public Cycle Sharing System as well as from users, agents, employees, and service providers.

“Public Bicycle Sharing System” refers to the hardware, software, and premises associated with this RFP for the city of Imphal that is being implemented by ISCL, unless otherwise specified.

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

“Dock” means a physical unit for locking a single cycle at a station when the cycle is not in use.

“Fleet” means the number of cycles that are available for use in the Public Cycle Sharing System in accordance with the provisions of this document. The Fleet on a given day is the sum of all cycles that are in a good condition of repair and are available for commercial service for at least 14 hours during the respective 24-hour period.

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

“Member” means a customer who has entered into a Membership agreement with the Service Provider.

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

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

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

“RFP” and/or **“RFP Document”** means Request for Proposals and refers to this Document.

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

“Service Provider Agreement” or simply **“Provider Agreement”** means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between ISCL and the Successful Bidder through which ISCL will grant the rights to the Successful Bidder to design, install, operate, maintain and transfer the Imphal Public Cycle Sharing System during the period of the Agreement.

“Service Provider” means the successful bidder selected under this RFP with whom ISCL has entered into a Service Provider Agreement to operate the Public Cycle Sharing System.

“Standby Cycles” means the number of additional cycles that the Service Provider shall procure and maintain to ensure that the size of the operational fleet is equal to or greater than that of the Authorised Fleet at all times.

“Station” means a unit with a user terminal and docking positions where users can pick and return cycles.

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

“Training and Testing Period” is the period preceding the Commercial Operations Date during which Service Provider shall demonstrate the functionality of the Public Cycle Sharing System.

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

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

4. Scope of Works

The contract will be for design, installation, operation maintenance and transfer of the Cycle Sharing System in the city of Imphal, Manipur. Service provider need to provide integrated and innovative solutions for the Imphal Cycle Sharing System, including all the hardware, infrastructure, software and system solutions along with operation of the system.

The Service Provider's Scope of work is listed in the sections below. Bidders to note that the scope mentioned is indicative and any additional/associated activity pertaining to successful implementation and operation of the said system will need to be undertaken by the Service Provider within the agreed upon budget and timelines.

Notwithstanding anything covered in this RFP, the bidder acknowledges and agrees that in case of any change in the terms and conditions of the RFP including scope of work due to statutory notifications or change in regulations, the Authority will discuss the same with the Successful Bidder and the decision of the Authority shall be final and binding.

4.1. Planning, Design and Installation

The activities involved in planning, design and implementation of the Cycle Sharing System are listed in the sections below.

4.1.1. System Planning

A list of station locations and sizes of each station will be provided by ISCL. The Service Provider is required to review these stations and give their recommendations on the same which will be duly considered by ISCL.

The Service Provider shall conduct planning activities including but not limited to:

- i) Evaluating the Station locations and sizes as proposed by ISCL.
- ii) Assessment for station structure, road/footpath pavements, lighting, electrical connection and network (if required).
- iii) Conduct surveys to evaluate demand around the proposed locations.
- iv) Plan for monitoring of cycles, fare box revenue reports, user application, central server system, possibility of kiosks at the stations.
- v) All recommendations must be made keeping in view scalability and upgradation needs soon.

4.1.2. System Design

- i) The Service Provider will prepare and submit the station designs to ISCL showing the layout and positioning of the docking station relative to existing street elements, the design of kiosks, camera placement, docking slots, etc.
- ii) The Service Provider shall prepare system architecture with data flow used for monitoring and management of the Imphal Cycle Sharing System.

- iii) The Service Provider shall detail the design of the user application for registration and availing cycling rental.
- iv) The Service provider shall list out all reports that will be generated by the system and the possibility of customization of reports to suit the needs of ISCL.
- v) The Service provider shall propose means of Service Level tracking and revenue reconciliation and sharing with ISCL.

4.1.3. Station Installation Plan

- i) ISCL will clear the approved site on which the Service Provider shall create a paved, level surface and install the Station.
- ii) The service provider is responsible to build all stations as per the approved design.
- iii) The service provider shall provide all infrastructure elements at the stations like docks, locking provisions, lighting, shading, etc.
- iv) The service provider shall provide user mobile application along with the central server to monitor assets and generate reports pertaining to asset availability (for Service Levels)
- v) Conduct public outreach programs to promote cycling in Imphal.

4.2. Cycle Track Marking.

- i) The Service Provider shall mark cycle track and cycle mark on road length of about 2.6 km along NH-2 from Chingmeirong to Kwakeithel via Rajbhavan junction and along NH-102 from Rajbhavan junction to MSRTC point via old secretariat area. The track and cycle marks shall be made on both side of the identified road with approved road marking systems.
- ii) The line marking should be done with bright white paint and cycle symbol to be made with white or any colour as approved by ISCL

4.3. Cycle

4.3.1. Technical standards

- i) Technical specifications for the Cycles should confirm or be above the minimum Technical Specifications as given in Appendix I.
- ii) Any equipment installed shall not have been put to use anywhere before the Commencement of Operations.
- iii) The Service Provider will present prototype Cycles for the Cycle Sharing System to ISCL for inspection. ISCL will have the right to review all Station hardware and software to ensure they meet all the technical criteria as specified. Bidder is suggested to take reference from the prescribed minimum standards and provide cycles and other hardware as per the latest available designs and features.
- iv) Should ISCL find any discrepancy between the prototype and the technical specifications, then the Service Provider will have 30 days to propose a solution. The

final designs will be subject to approval from ISCL. After receiving approval on the final design, the Service Provider may proceed to manufacture/ acquire the rest of the Cycles and Stations.

- v) The Service Provider will also make suggestions on the colours and branding of the Cycles and Stations. These recommendations will be duly considered by ISCL. The final decision rests on ISCL and no additional branding components of any kind may be added to this design by the Service Provider.

4.3.2. Number of Cycles - Fleet Size

- i) Procure Cycles as per the Authorized Fleet size set by ISCL (*100 Cycles). Each of which shall comply with the Technical Specifications as specified in Appendix I.
- ii) Procure and maintain Standby Cycles to ensure that the operational fleet size remains equal to or above the Authorized Fleet.
- iii) The authorized fleet will be provided and maintained by the Service Provider as per the timelines agreed.
- iv) If the Service Provider wants to increase the number of cycles, same can be done at the cost of Service Provider and a written approval from ISCL.

4.4. Stations

4.4.1. Technical Specifications

- i) Technical specifications for the Station specific hardware and software components of the Cycle Sharing system should at least meet the Technical Specifications as given in Appendix I.
- ii) The Service Provider shall procure such equipment manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between ISCL and the Service Provider. The equipment shall not have been put to commercial use anywhere before the Commencement of Operations.

4.4.2. Minimum Hours of Operation

- i) The system will be operational for a period of at least 14 hours every day (6 am to 8 pm) on all days of the week irrespective of public holidays.
- ii) If the Service Provider has any suggestions on change in time of operations, such a request will be put forth to ISCL, who will have the final authority to decide.

4.4.3. Number of Stations

- i) Minimum 20 numbers of stations (Appendix II) is to be installed by the Service Provider. Each Station should comply with the technical standards as specified in Appendix I. However, if the Service Provider wants to increase the number of Station, same can be done at the cost of Service Provider and a written approval from ISCL.
- ii) The Service Provider will install Stations as per the timelines.

- iii) The number of docks at each Station should be more than the number of authorized bikes at each Station, to ensure availability of excess docking space, to accommodate peak hour demand.
- iv) Total number of docks in 20 stations will be 200, the number of surplus docks at each station should be based on the estimated demand at each station. The bidder shall propose this number and get the same approved from ISCL.

4.5. Central Control System

- i) The Service Provider should provide for a Central control system (integrated with Integrated Command & Control Centre of Imphal) which can on a real time basis and monitor operations all the system components. The central control system provides the backbone of the PCS system. The Control Centre will constitute ISCL's single point of contact to enable ISCL to coordinate with the Service Provider during the day-to-day operation and management of the Cycle Sharing System by ISCL.
- ii) The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control center and ISCL.
- iii) The space required for the Control Centre will be made available by ISCL. The Service Provider should:
 - provide for software to aid in monitoring of the system including details like Cycle and dock availability at each Station.
 - provide for software which will be able to aid the Service Provider in tracking Stations and enabling efficient redistribution of Cycles across Stations
 - provide for software which will be able to help in system planning and expansion.
 - procure software and hardware for the processing of customer payments via different modes.
- iv) The hardware and software should meet the Technical Standards as given in Appendix I. Maintenance, payment of electricity bill and all other related expense of the space provide shall be borne by Service Provider.

4.6. Redistribution

The Service Provider shall ensure that the Cycles are redistributed on a regular basis between Stations to ensure that no Station is either empty (without any Cycles) or full (with no free dock available). The Service Provider should provide adequate number of vehicles which are used only for the purpose of redistribution of Cycles across Stations.

4.7. Depots/ Workshops

The Service Provider will obtain at its own cost space for depots and workshops. The Service Provider shall source and install the maintenance equipment as necessary. Minor repairs of the Cycles and Stations procured for Public Cycle Sharing System may be carried out on site. Major repairs of the Cycles and Stations shall be carried out at the maintenance facilities developed by

the Service Provider. Such location should be accessible and appropriately equipped to manage the Cycle Sharing System. Equipment for maintenance & repair of Cycles is to be borne by the Service Provider.

4.8. Registration of Users.

Registration is a necessary pre-condition to gain access to the PCS system. All users are required to register with the system using a valid ID proof. Registration will be through mobile app. Each registration is linked to a person's id in the system making it easy for the Service Provider to track the system usage of each user.

4.9. Fare Collection System.

- i) The Service Provider shall provide software and hardware for the processing of customer payments via, credit card, net banking, mobile-based banking systems, and other media. Such software and hardware must be compatible with the RFID-/QR Code based fare collection to be used in city bus services. There should be no provision for cash transactions for using cycles. ISCL may update its policies regarding fare collection and same will be intimated to the Service Provider as required.
- ii) The fare structure, membership fees and usage fees have been determined by ISCL and is detailed out in Appendix III. No additional fees may be collected by the Service Provider or the staff. Tipping or any exchange of money for preferential service is prohibited and any staff engaging in such a practice should be disciplined accordingly. Any changes suggested in Fee Structure by the Service Provider shall be considered by ISCL and can be implemented only after written approval by ISCL.

4.10. User Information System.

Service Provider need to develop an integrated website for PCS and establish a smart phone app for the system which will help users with both static and real time information about the system (fare, bike availability, etc.). Also, if such information is to be integrated with any other systems of ISCL, Service Provider will provide support for same without any extra cost.

4.11. Advertising

The Service Provider can create branding/advertising spaces on the cycles, stations, redistribution vehicles, and depot, as per the Technical Specifications and subject to approval by ISCL and sell the space to generate additional revenue. However, the Service Provider shall provide details to ISCL of the advertiser, duration of advertising, and revenue. Further, the Service Provider shall not use the space to promote personal motor vehicles such as cars and motorcycles. The revenue earned from the advertising will be the right of the service provider.

4.12. Kiosks

The Service Provider shall be allowed to setup kiosks subject to availability of space at the docking station and approval by ISCL. The purpose of usage of the kiosks shall be disclosed to ISCL and is subject to approval. The kiosk revenue can be retained by the service provider as an additional source of sustainability. The design and running of the kiosks shall conform to all applicable rules and regulations.

4.13. Marketing

- i) The Service Provider will be responsible for carrying out ongoing marketing activities to promote use of the Public Cycle Sharing System.
- ii) During the first 2 months after the Commencement Date, the Service Provider will set up at least two (2) temporary manned promotion kiosks at major Stations. The kiosks will provide print material on how the Public Cycle Sharing System works, conduct live demonstrations, and carry out other activities to inform potential users about the Public Cycle Sharing System.
- iii) Before and after the Commencement Date, the Service Provider will carry out marketing activities as specified in the Technical Specifications.

4.14. Operations

- i) The Service Provider will develop and modify, from time to time, a detailed operating plan “Operating Plan” for the Public Cycle Sharing System. The Operating Plan will detail all aspects of operations including but not limited to service provision, redistribution, preventative maintenance, repairs, and customer service procedures. The Service Provider will incorporate suggestions on the Operating Plan from ISCL and will operate the Public Cycle Sharing System in accordance with the Operating Plan.
- ii) Establish a payment system to receive customer payments for Memberships and usage fees via multiple payment media. Such software and hardware must be compatible with the RFID/QR Code based fare collection system used in city bus services.
- iii) Establish the required facilities, equipment, and vehicles for the operations of the Public Cycle Sharing System.
- iv) Enlist trained professionals to operate the Public Cycle Sharing System. The Service Provider will prepare a Human Resources Plan specifying how Public Cycle Sharing System personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by ISCL.
- v) Bear all expenses towards Operation of the Public Cycle Sharing System through the entire period and not claim any additional expenses.
- vi) Establish and maintain a Control Centre, called the “Service Provider Control Centre,” that will monitor operations of the Public Cycle Sharing System. The Control Centre will constitute ISCL’s single point of contact to enable ISCL to coordinate with the Service Provider during the day-to-day operation and management of the Public Cycle Sharing System by ISCL. The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider’s control center and ISCL.
- vii) Provide access to an IT-enabled monitoring system with which ISCL may monitor the Public Cycle Sharing System.

- viii) Develop and sell advertising space on the cycles, the stations, and maintenance depot. The space for advertising shall have to be approved by ISCL.
- ix) Operate and maintain the Kiosks for approved retail services.
- x) Not carry out any other commercial activities on or near Public Cycle Sharing System facilities unless explicitly approved by ISCL.

4.15. Data Reporting

- i) The Service Provider shall make available all the data pertaining to the Operation & Maintenance of the Project real-time that can be accessed by the ISCL or its representative. The real-time data shall be in such a format that the ISCL shall be able to evaluate the performance of the Service Provider against the service levels set forth in this Agreement.
- ii) The Real time data to be provided to ISCL shall contain but not limited to data on operational status of stations, operational status of cycles, trip data etc.
- iii) The Service Provider shall not later than 7 (seven) days after the close of each month, furnish to the ISCL a monthly report stating in reasonable detail the condition of the Project including its compliance with Service Level Benchmarks. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. This report will help ISCL to understand how much service charge accrues to the Service Provider for that month's operation standards.
- iv) The Service Provider shall not later than 14 (fourteen) days after the close of each quarter furnish to ISCL a Quarterly report stating in reasonable detail the compliance with service level benchmarks and other details which will aid in making expansion plans of the system. This will include details of Stations with maximum and lowest demand, time of the day when there is maximum demand, steps that can be taken to improve user experience and quality of service including potential location where the Cycle share can be expanded to.
- v) ISCL may request the Service Provider for any additional information other than the real-time data if need be.
- vi) ISCL will have complete ownership on the data.

4.16. Maintenance

The Service provider needs to ensure that the Cycles and all other assets of the system are maintained on a regular basis. The Service provider is required to do a maintenance check on every Station of the system at least once a week to ensure the quality of the Station infrastructure and the Cycles of the system. The Maintenance checks are not to be conducted during hours of operation of the system. Cycles which require more than on-Station maintenance should be taken to the Depot for repairs and be replaced with Cycles from the standby fleet to ensure that the maintenance do not clash with regular operations of the system. Information of the problems that were addressed at each Station with regard to Cycles and other infrastructure needs to be properly recorded and entered into the central data base.

4.17. Customer service:

- i) Establish customer service platforms for the Public Cycle Sharing System, including a call center, website, smart phone applications, to disseminate information, assist with registrations and payments, and address grievances.
- ii) Carry out marketing activities to promote use of the Public Cycle Sharing System.
- iii) Provide real-time data on available Cycles and Stations at each Station to ISCL in a format to be specified by ISCL.

4.18. Legal

- i) Service Provider shall bear all applicable taxes, levies, fee, duties including local taxes.
- ii) Service Provider shall adhere to all applicable laws and regulations during the Contract Period.
- iii) Service Provider shall obtain and maintain all the requisite insurance policies for the scope of work and as asked by the Authority.

5. Implementation

5.1. Contract period

- i) This Contract is being granted for the installation and operation of the Imphal Cycle Sharing System for a Contract Period of 5.5 years (including the time required for system installation). The contract period can be extendable by ISCL, at its sole discretion, by seeing the service level benchmarks achieved by the Service Provider in preceding years.
- ii) The Service Provider shall make available for Service the entire Cycle Sharing System and the entire Fleet from Commencement of Operations until such time as the Contract Period expires, during the Contract Period.

5.2. Training & Testing

- i) The Training and Testing Period is defined as the period preceding the Commercial Operations Date during which Service Provider shall make available the following equipment:
 - a) Staff required for operations and maintenance of the entire Public Cycle Sharing System.
 - b) At least 2 Stations (with at least 20 Cycles), the central control system, and a depot for the purpose of training and testing of operations.
 - c) The Service Provider is required to run on ground test of the system components for at least one month before the formal launch of the system to the general public. ISCL and Service Provider shall use this period to understand the intricacies of operations and fine-tune the Public Cycle Sharing System. No fines shall be applicable during this period.

5.3. List of Indicative Deliverables

- i) The indicative Timeline for the Project with deliverables is given below:

Task to be completed before the end of the indicated month	Time Period
Signing of Agreement	T
Demonstrate initial prototype stations and cycles.	T+1 month
Submit station plans for review.	T+1 month
Submit beta website for review.	T+2 months
Demonstrate final prototype stations and cycles.	T+2 months
Back office systems operational.	T+4 months
Website information and subscription sections operational.	T+4 months
Install 20 Stations and 100 Cycles.	T+5 months
Training and Testing Period complete.	T+5 months
Commercial Operation Date (COD)	T+5 months

6. Payment to the Service Provider by ISCL.

6.1. Capital Cost

The capital cost of the system that is borne by the Service provider will be reimbursed by ISCL. The ownership of the system hence lies with ISCL. The capital cost of the system is determined as the amount that the Service Provider quotes in the bid as their capital cost. The capital cost incurred by the Service Provider is repaid in three installments by ISCL to Service provider as per following schedule.

Milestones	Eligible payment
Delivery of the all cycles at Imphal and its approval by the Authority and submission of proof of payment of entire share	60% of the approved grant
2 months from date of Commercial Operation subject to compliances of the terms & conditions of the RFP	30% of the approved grant
On completion of 12 months of COD subject to compliances of the terms & conditions of the RFP	10% of the approved grant.

6.2. Operation & Maintenance Cost

The entire Operation & Maintenance Cost of the system is to be borne by the Service Provider including the details provided in Clause 6.3 below.

6.3. Damages

- i) During the Operation & Maintenance period, the Service Provider shall be liable to repair, rectify, or replace any assets, including cycles, docks, etc, at its own cost, unless specifically excluded by ISCL or under Force Majeure Conditions. These include:
 - a) Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Service Provider.
 - b) Loses due to theft of Cycles while Cycles are check out by Members, or due to acts of vandalism.
- ii) The Service Provider may obtain an insurance policy to cover such losses and the payment of the insurance premium will be the liability of the Service Provider.
- iii) 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. ISCL claims no liability for such infractions.

7. Payment to the ISCL by Service Provider.

The Service Provider shall share quoted percentage of its gross revenue from the project based on the auditor certificate. Such payments shall be made quarterly within 7 days of the end of the quarter. The payments shall be made to ISCL in form of demand draft or through net banking.

The Authority shall have the right to inspect the books, accounts, documents and records maintained by the Service Provider relating to the Project during office hours and ask for copies of relevant extracts thereof, duly certified by the Statutory Auditors.

8. Summary of Responsibilities.

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

8.1. Service Provider

- a) Procurement of Hardware: Cycles + Stations (Docks/ locking posts +device, if any).
- b) Establishment of Central Control System: Software and Equipment to manage & monitor the system operations.
- c) Marking of cycle tracks.
- d) Installation of Stations.
- e) Procurement of Dedicated Vehicles for redistribution and Daily redistribution of Cycles.
- f) Regular Maintenance of Stations and Cycles.
- g) Establishing and Operating Depots & Workshop for repair of Cycles and other system parts and storage of spare parts and back up Cycles.
- h) Registration of Users.
- i) Collecting fare box revenue.
- j) Selling advertisement space on the system/ sponsorship rights to the system.
- k) Provision of Website and Smart Phone App for the system.
- l) An ITS system which can be fully integrated with Control Command Centre, Imphal.
- m) Marketing & User Information- Before Launch and during operations.
- n) Planning and hiring adequate staff with the right capabilities.
- o) Data Reporting- Real time transfer of data + Monthly Reports (Performance Indicators) + Quarterly Reports (System Planning).
- p) Power supply for the stations & others.
- q) Customer service, including processing of Subscriptions and user payments, dissemination of system information, and complaint redressal.
- r) Sharing of revenue as per the agreement.

8.2. ISCL

- a) Finalization of Station locations and sizes.
- b) Approval of System branding and naming.
- c) Provision of land for Stations.
- d) Provision of space required for the Central Control system.
- e) Review of Service Provider plans for station siting, redistribution, maintenance, marketing, and other activities.
- f) Payment of grant to the Service Provider subject to the terms and conditions of this RFP.

9. Brief Description of Bidding Process.

- a) ISCL has adopted a single stage two-step process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first step (the "Qualification Stage") of the process involves qualification of the Bidders in accordance with the provisions of the Eligibility Criteria provided in this RFP. In the second step, the Financial Bids of only those Bidders will be opened whose Technical Bids have been found to be responsive and satisfactory.
- b) The RFP can be downloaded from the website: www.imphalsmartcitylimited.com
- c) Bid shall be submitted along with a DD of Rs. 10,000/- (Rupees Ten Thousand only) in favour of Imphal Smart City Limited, drawn on any Nationalized Bank/Scheduled bank of India.
- d) The Bid shall be unconditional, firm and irrevocable and shall be valid for a period of not less than 120 days from the date specified in Data Sheet for submission of Bids (the "Bid Due Date"). However, ISCL may request the Bidders to extend the Bid beyond the Bid Validity Period by an additional period as may be thought reasonable by ISCL.
- e) The Bidding Documents shall include the draft Service Provider Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- f) A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of Rs. 2.90 lakh (Rupees two lakh and ninety thousand only) payable in Indian Rupees, refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the H1 Bidder whose Bid Security shall be retained as provided in this RFP. The Bidders will have an option to provide Bid Security in the form of a DD or a bank guarantee issued by a scheduled bank in India or a foreign bank having a branch in India, acceptable to the ISCL, and in such an event, the validity period of the DD or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the ISCL and the Bidder from time to time. In case the bank guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- g) Bidding Parameter – The Selected Bidder shall be the Bidder Scoring highest mark from the quoted Capital Grant and Revenue to be shared to the ISCL. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Lowest Bidder, in case such H1 Bidder withdraws or is not selected for any reason or is unable to execute the Service Provider Agreement with the ISCL within the prescribed time, for any reason whatsoever. In the event that none of the other Bidders match the Bid of the H1 Bidder, the ISCL may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be. Any bid with Capital Grant requirement more than benchmark price is liable to be rejected.
- h) Before submitting their Bids, the Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting

their respective Bids for award of the Project.

- i) Bids are invited for the Project based on the Lowest Capital Grant to be paid by ISCL and Highest revenue return to ISCL.
- j) Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

10. Instructions to bidders.

10.1. 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. In this regard, it is suggested to seek clarifications from ISCL in the form of pre-bid queries in relation to the bidding process or information to be submitted.

10.2. Cost of Preparation of Proposal

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

10.3. Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to ISCL 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 in order to enable ISCL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

The Chief Executive Officer,

Imphal Smart City Limited,

Directorate of MAHUD, PDA Complex, North AOC, Imphal-795 001

E-mail: ceoimphalsmartcity@gmail.com

Nothing in this section shall be taken to mean or read as compelling or requiring ISCL to respond to any questions or to provide any clarification to a query. ISCL 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 ISCL 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 ISCL has not responded to any question or provided any clarification to a query.

10.4. Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, ISCL 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, ISCL, reserves the right to extend the Deadline for the Submission of Bids. However, no request from the prospective Bidder(s), shall be binding on ISCL for the same.

10.5. Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by

prospective Bidders as per date time & venue mentioned in Data Sheet.

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

10.6. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

10.6.1. Technical Bid with Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be required to submit a Technical Bid in the form and manner set forth in Annexure 1-14 of the RFP Document along with all documents required to be submitted as per the RFP document including without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by ISCL in its sole discretion.

10.6.2. Financial Bid

The Financial Bids should be in the form and manner set forth in Annexure - 15 to this RFP and should comprise of all such documents and details mentioned therein. In the financial bid the bidder will quote the total capital grant required for the project.

10.7. Preparation of Bids

10.7.1. 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 ISCL shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or Hindi, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document that is not translated into English or Hindi will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

10.7.2. Bid Currency

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

10.7.3. Currency of Bid Security

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

10.7.4. Authentication of Bid

The original and the copy of the Bid shall preferably be typewritten and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid. Authorization for signing of the bid shall be in the form of a Power of Attorney as per specified format.

10.7.5. Validation of interlineations in Bid.

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

10.7.6. Number of Copies of Bid.

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

Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

10.7.7. Sealing and Marking of Bids.

Bids shall be marked as follows:

- The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope on which the following shall be superscribed: **"Envelope 1- Cost of the bid document & Bid Security for Imphal Public Cycle Sharing System"**
- The original and copy of the original of the Technical Bid including specifications related details shall be sealed separately in an envelope on which the following shall be Super scribed: **"Envelope 2 - Technical Bid for Imphal Public Bicycle Sharing System"**.
- The original of the Financial Bid (Annexure-15) shall be sealed separately in envelopes on which the following shall be super scribed: **"Envelope 3 Financial Proposal for Imphal Public Bicycle Sharing System"**
- The Envelopes 1, 2, and 3, along with the original bid documents issued by ISCL, and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to ISCL and marked as below: **"Tender for Imphal Public Cycle Sharing System"**
- The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

If the outer envelope is not sealed and marked as above, ISCL will assume no responsibility for the misplacement or premature opening of the Bid.

10.8. Bid Validity.

10.8.1. Bid Validity Period.

Bids shall remain valid for a period of one hundred and eighty (180) days from the bid due date prescribed by ISCL. ISCL reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and ISCL shall not be liable to send an intimation of any such rejection to such Bidder.

10.8.2. Extension of Bid Validity Period.

In exceptional circumstances, ISCL may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the ISCL and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse ISCL's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of ISCL shall not be permitted to modify its Bid.

10.9. Address for Bid Submission.

Bids shall be addressed to the following:

The Chief Executive Officer,
Imphal Smart City Limited,
Directorate of MAHUD, PDA Complex, North AOC, Imphal-795 001
E-mail: ceoimphalsmartcity@gmail.com

10.10. Deadline for Submission for Bids.

10.10.1. Last Date and Time for Submission.

The Bids must be received by ISCL at the specified address by 14.00 hours IST on date specified in the sub clause 4 of this RFP. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for ISCL, the Bids will be received up to the appointed time on the next working day.

10.10.2. Extension of Deadline for Submission of Bids.

If the need so arises, ISCL 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 ISCL 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 by issuing an addendum and the same will upload in the website www.imphalsmartcitylimited.com and www.manipur.gov.in.

10.10.3. Late Bids.

Any Bid received by ISCL after the Deadline for Submission of Bids prescribed by ISCL will be summarily rejected and returned unopened to the Bidder. ISCL 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 ISCL.

10.11. Modification and Withdrawal of Bids.

10.11.1. Modification of Bid.

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

10.12. Bid Evaluation.

10.12.1. Opening of Technical Bid - The Qualification Bids.

Technical Bid received by ISCL in response to this RFP shall be opened by ISCL in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at time and date specified Data Sheet. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for ISCL, the Bids shall be opened at the appointed time and location on the next working day.

10.12.2. Announcement of Bids.

The Bidder's names, the presence or absence of requisite Bid Security and such other details as ISCL in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid- the Qualification Bids. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

10.12.3. Opening of Financial Bids.

After the evaluation of Technical Bid has been completed, ISCL shall open the Financial Bids of

only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of ISCL in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

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

10.12.4. Completeness of Bids & Rectification of Errors.

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

10.12.5. Clarification of Bids.

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

10.12.6. Responsiveness Check.

Prior to evaluation of Bids, the ISCL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered non-responsive only if:

- It is not received by the Bid Due Date including any extension thereof pursuant to this RFP.
- Bid is not submitted in the manner as prescribed in the RFP and is otherwise not in conformity with the terms and provisions of this RFP Document.
- Bid is not signed, sealed, and marked as stipulated in the RFP.
- Bid is not submitted in the bid-forms annexed in the RFP Document.
- Bid is submitted by telex, fax or email.
- Bid is submitted without Bid Security and or Bid Processing fee.
- Not accompanied by a Power of Attorney for signing of the bid.
- Failure of anyone (or more) of the conditions set forth herein above shall result in rejection of Bid.
- In addition to the foregoing, in the event a Bidder makes an effort to influence ISCL in its decisions on Bid evaluation, bid comparison or selection of the Successful Bidder, it may result.

*Note- The bidders are requested to strictly adhere to the formats and submit the requisite information.

10.13. Eligibility Criteria

10.13.1. General Eligibility

- i) Bidding shall be open to Companies, partnership firms, duly registered cooperative societies, and their consortiums which are in business for minimum 3 years preceding the bid due date. In case of a consortium, the lead firm (which shall be single entity) shall be specified and fully empowered to represent the consortium.
- ii) The Bidder should not have been blacklisted by any Central / State Government / Public Sector Undertaking / Urban Local Bodies in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.
- iii) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the ISCL shall forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damages payable to the ISCL and not by way of penalty for, inter alia, the time, cost and effort of the ISCL, including consideration of such Bidder's bid/proposal, without prejudice to any other right or remedy that may be available to the ISCL hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - a) Such Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder, its member or Associate or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956/ Section 2(72) of the Companies Act, 2013; or
 - b) A constituent of such Bidder is also a constituent of another Bidder; or
 - c) Such Bidder, its Member, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

- f) Such Bidder, or any Associate thereof has participated as a consultant to the ISCL in the preparation of any documents, design or technical specifications for the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the ISCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- I. The following conditions for consortiums shall apply:
 - a) The Bidders can participate in the bidding through a consortium structure with a cap of maximum two members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
 - b) A Bidding Consortium is required to execute a Consortium Agreement as per format specified and nominate a Lead Member for the purposes of interacting with ISCL. The Consortium Agreement shall clearly specify the lead bidder and the various consortium partners with their respective roles and responsibilities if any in the Imphal Public Cycle Sharing System. The nomination of the Lead Member shall be supported by notarised copies of Power of Attorney signed by all the members.
 - c) A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
 - d) Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
 - e) Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle ISCL to reject the Bid in its sole discretion.
 - f) ISCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.
- II. In order to be qualified technically, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below.

10.13.2. Technical Eligibility

- i) The Bidder/s shall possess prior experience in the operation of Public Cycle Sharing Systems as detailed below, in order to be considered technically qualified:
 - a) Experience of operations of Public Cycle Sharing Systems with a combined fleet of minimum 100 cycles for a consecutive period of two years anytime during the last five years, through an explicit contract/concession.

- b) Experience of operations of Public Cycle Sharing Systems with a combined usage of at least 1,00,000 Rides during the past three years, through an explicit contract/concession.
- ii) In the case of a Consortium, member of the Consortium should fulfill the technical eligibility criteria either singly or jointly. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be considered.

10.13.3. Financial Eligibility Criteria:

- i) The Bidder /Bidder Consortium should fulfil the following financial criteria:
 - a) Average annual turnover equal to or above Rs. 1.50 Cr during the last three consecutive financial years for which audited financial reports are available. In case of consortium the Lead Member on its own shall meet the financial eligibility criteria.
 - b) Positive Networth in the last three financials years.
- ii) For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above. They must produce evidence in the form of an auditor/ Chartered Accountant Certificate towards fulfilling the financial eligibility criteria.

10.14. Bid Processing Fees.

All Bidders are required to pay of an amount Rs 10,000/- (Rupees ten thousand) towards the cost of bid documents in the form of non refundable demand draft drawn in favour of "Imphal Smart City Ltd".

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

10.15. Bid Security.

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 1,45,000/- (Rupees one lakh forty-five thousand only) (hereinafter referred to as "Bid Security" or "EMD") in the form of a demand draft, drawn in favour of "Imphal Smart City Limited," and payable at Imphal.

10.15.1. Discharge of Bid Security of unsuccessful Bidder(s).

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

10.15.2. Discharge of Bid Security of successful Bidder.

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

10.15.3. Forfeiture of Bid Security.

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

- a) If a Bidder withdraws the proposal during the period of Bid validity, or
- b) In the case of a Successful Bidder, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

10.16. ISCL's right to accept or reject any and/or all Bids

ISCL 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 Award without incurring any liability.

10.17. Bid Evaluation

10.17.1. Evaluation of Technical Bid

The bid of the applicant shall be evaluated based on the following Eligibility Criteria.

	Qualification Criteria	Specific Requirement	Documentary Evidence
1	Legal Entity	Bidder may be Company, Partnership Firm or Co-operative society	a) Certificate of Incorporation/Registration Certificate b) Trade License c) GST Registration Certificate d) PAN Card
2	Turnover	Average annual turnover equal to or above Rs. 1.50 Cr during the last three consecutive financial years	Certificate form Auditor/Chartered Accountant Certified copy of Audited Financials
3	Net worth	Positive Net worth in the previous three financial years	Certificate form Auditor/Chartered Accountant Certified copy of Audited Financials
4.1	Bidder's Experience	Experience of operations of Public Cycle Sharing Systems with a combined fleet of minimum 100 cycles for a consecutive period of two years anytime during the last five years, through an explicit contract/concession.	Client Certificate

4.2		Experience of operations of Public Cycle Sharing Systems with a combined usage of at least 10,00,00 Rides during the past three years, through an explicit contract/concession.	Client Certificate
5	Blacklisting	The Bidder should not have been blacklisted by any Central / State Government / Public Sector Undertaking / Urban Local Bodies in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory as well as all member of consortium as per the form given herein.
6	Restriction as per GFR rule	In accordance with OM no 6/18/2019-PPD dated 23 rd July 2020 pertaining to "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017", any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined under OM).	Bidder shall submit self-declaration as per specified format provided in Annexure -7 of the RFP.
7	Declaration against the rule 144 (xi) - GFRs 2017	Format for Self-declaration against the rule 144 (xi) - GFRs 2017 in case of sub-contracting	Bidder shall submit self-declaration as per specified format provided in Annexure -8 of the RFP
8	Public procurement (Preference to make in India), Order 2017 – Revision Regarding	The Department for Promotion of Industry and Internal Trade (DPIIT) Order No. 45021/2/2017-PP(BE-II) dated 04.06.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.	Bidder shall submit self-declaration as per specified format provided in Annexure -9 of the RFP.

10.17.2. Evaluation of Financial Bid

- a) 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 based on the **Capital Grant and Percentage of the revenue to be shared** quoted by the bidder.

- b) The Bidder **qualified in the Technical Bid** evaluation and getting the highest marks from the following evaluation procedure shall be declared as the Selected Bidder (H1).
- i) Bidder quoting Lowest Capital Grant will be given full mark of Capital Grant Score (CM) 100 marks and for the other bidders will be computed as follows:
- $$Cs = 100 \times CM / C$$
- (Cs = Capital Grant Score, CM= Amount of lowest Capital Grant quoted, C= Amount of Capital Grant quoted.
- and
- ii) Bidder quoting maximum percentage of revenue share will be given full mark for Revenue sharing score (RM) 100 marks and for other bidders will be computed as follows:
- $$Rs = 100 \times R / RM$$
- (Rs = Revenue Score, RM= Highest revenue share quoted, R= revenue share quoted.
- $$\text{Total Combined Score (H)} = 50\% \times Cs + 50\% \times Rs$$
- c) In the event that two or more Bidders get the same score (the "Tie Bidders"), the ISCL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- d) If the H1 Bidder withdraws or is not selected for any reason in the first instance of the bidding", the ISCL may invite H2 for negotiation.
- e) After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the ISCL to the Successful Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the ISCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

10.18. 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. It is clarified that the issuance of the Letter of Award shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence supply of the equipment for the Public Cycle Sharing System. The signing of the Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Award to the Successful Bidder or within such extended time frame as extended by ISCL in its sole discretion.

10.19. Expenses for the Provider Agreement

All incidental expenses of execution of the Provider Agreement shall be borne by the Successful Bidder.

10.20. Annulment of Award

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Provider Agreement shall constitute enough grounds for the annulment of the award and forfeiture of the Bid Security.

10.21. Failure to abide by the Provider Agreement

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

10.22. Performance Security

Within 15 (fifteen) days of receipt of Letter of Award by Service Provider, Service Provider shall furnish a performance Security to ISCL, for an amount equal to 3% of the Capital Grant quoted by the Bidder. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Security. The Bid security shall be returned to the Service Provider without any interest on the receipt of Performance Security. Performance Security in the form of a bank guarantee shall be irrevocable and valid for 60 (sixty) days post the expiration of Contract Period including warranty obligations.

11. Fraud and Corrupt Practices.

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the LOA and during the subsistence of the Service Provider Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Provider Agreement, the ISCL shall reject a Bid, withdraw the LOA, or terminate the Lease cum Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the ISCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ISCL towards, inter alia, time, cost and effort of the ISCL, without prejudice to any other right or remedy that may be available to the ISCL hereunder or otherwise.
- b) Without prejudice to the rights of the ISCL under Clause 4.1 hereinabove and the rights and remedies which the ISCL may have under the LOA or the Lease cum Development Agreement, if a Bidder or Lessee, as the case may be, is found by the ISCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease cum Development Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the ISCL, during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the ISCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ISCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease cum Development Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ISCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease cum Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease cum Development Agreement, who at any time has been or is a legal, financial or technical adviser of the ISCL in relation to any matter concerning the Project;
 - ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of

facts or disclosure of incomplete facts, in order to influence the Bidding Process;

iii) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the ISCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v) “**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 Bidding Process.

Appendix I: Minimum Technical Specifications

Cycle

- i) One-Size Fits all with Unisex Frame.
- ii) Visible difference of the cycle from regular cycles in the market through design.
- iii) Seat Adjustable without any tools.
- iv) Sturdy, light weight Frame.
- v) Integrated Lock + Kick Stand.
- vi) Concealed wiring/cables and other electro-mechanical parts.
- vii) Front Handlebar Basket with a capacity up to 5kg.
- viii) Visible advertising and branding space.
- ix) Simple reliable braking system.
- x) GPS Inbuilt.
- xi) Rust and Graffiti Resistant.
- xii) Front and Rear mud guards with fenders and chain guard to protect cloth trap.
- xiii) Bell.
- xiv) Reflectors approved by IRC/ARAI.
- xv) Cycle safety certified under ISO: 4210 or IS 10613: 2014.

Station/Docks

- i) Approximate size: 25 ft X 6 ft,
- ii) Flooring: Tiles/Paver Block.
- iii) Modular design- easy to construct and de-construct.
- iv) Installed in a manner that ensures safety of the station's infrastructure and Cycles.
- v) Accommodates gaps caused by on-street obstructions such as manhole covers.
- vi) The Bicycle station shall be designed by the service provider creating a space for advertisement and system branding based on his own assessment and requirements.
- vii) Space for display of system information.
- viii) Rust and Graffiti Resistant design of docks/ locking posts and advertisement panels.
- ix) Separate dock/cycle rail for each cycle.
- x) Simple design which do not consume much space.

Control center

- i) Able to track the availability of cycles and docks at each station of the System.
- ii) Able to provide real time information of the system to ISCL
- iii) Able to receive and save all records on a searchable database

- iv) Guarantees data security as per Indian law and international best Practices
- v) Computer terminals and communications equipment allowing Service Provider staff to monitor system status.
- vi) All software and communication interfaces must be compatible with ISCL systems or software and communication interfaces provided to ISCL
- vii) Ability to provide internet-based system usage information to ISCL and third parties on a real-time basis.
- viii) Physical staffing of the central control system within Imphal Integrated Command & Control Centre
- ix) The Service Provider shall provide call center number for queries and feedback for the system,
- x) The central software should have provision to create geofence for permissible areas for using the cycle. Any cycle moving beyond the geo-fenced area should generate alert at the control center and also send message to the user. Lingering outside the permitted area beyond a certain time period should generate penalty automatically.

Depot

- i) Equipment for maintenance and repair of Cycles.
- ii) Space for spare Cycles, Stations, parts, and other equipment.
- iii) Parking space for redistribution vehicles.

Website

- i) Information available in real time on all public aspects of the system.
- ii) Available in Hindi, and English.
- iii) Has point-of-sale ability to purchase memberships and recharge user accounts.
- iv) Displays real-time station status overlay on a map: name of station, number of cycles, and number of available docks.
- v) Allows users to track their usage (other innovative applications are encouraged).
- vi) Specially designed versions for multiple computing devices (desktop computers, smartphones, and tablets).

Smart phone applications

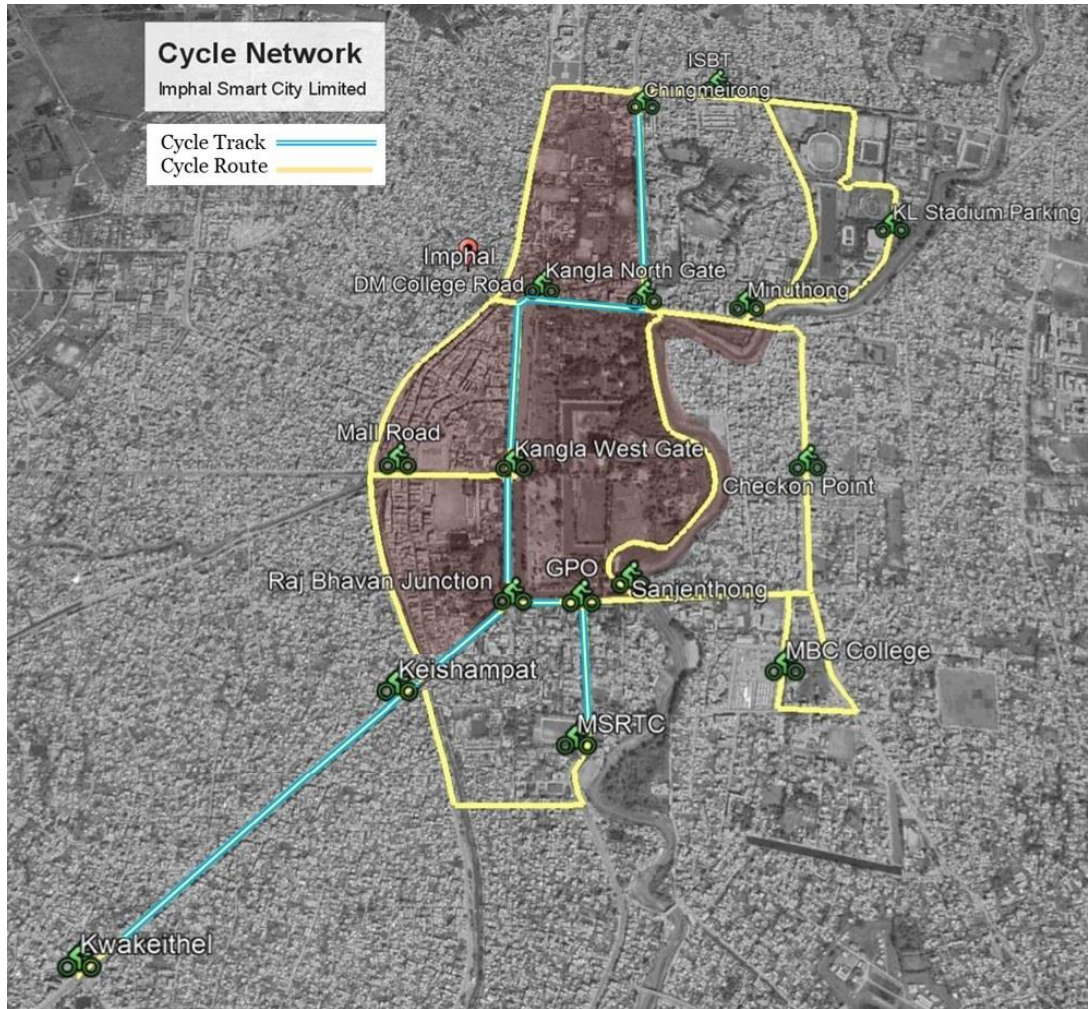
The Service Provider will provide smart phone applications for the top three smartphone operating systems used by the membership base as calculated through membership surveys with the following functionality:

- Real-time station information: name of nearby station, number of cycles available, number of available docks.
- Should be linked to Google maps
- Should be enabled to integrate the information of the public transport system in future
- Allows users to view membership status and recharge their accounts.

Appendix II: Indicative List of Stations and Location Map

	Cycle Station	Brief Details
1	ISBT	The proposed location is at entry gate of ISBT along the foot path.
2	Chingmeirong	In front of LMS Law College gate along NH -2
3	Kangla Northern Gate	Proposed Location is outside the northern gate of Kangla
4	Khoyathong	The cycle station is proposed at the entry point of DM College and JN dance Academy.
5	Kangla western Gate	Kangla The proposed station is at the Western gate of Kangla.
6	Mall Road, Thangal Bazar.	The station is proposed at the entry point of the proposed Mall road on the north east corner of Ema Keithal-2
7	Keishampat	Proposed location is beside the FoB on the southern side of road
8	Kwakeithal Junction	Proposed location is on norther side of highway at the junction of Kwakethel Shayang Road.
9	TG HS School	The station is proposed at the gate of TG Higher Secondary School
10	GPO	Proposed location is close to the GPO gate on the western side of the road.
11	MSRTC Gate	The proposed location is in front of YAC ground on the western side of the road near entrance of the Directorate of Printing & Stationery.
12	Sanjenthong Bridge	On the entry point of western riverfront of Imphal River on northern side of Sanjenthong road.
13	The MB College Gate	The station is proposed on the norther side of the Maharaja Bodhachandra College gate.
14	Checkon point	On the junction of new Checkon road and Porompat road.
15	Minuthong	Proposed location is on the junction of Jessami road and Kumam Lampak Stadium Road.
16	Khumam Lampak Stadium	Proposed location is beside Khumam Lampak Stadium parking opposite to the Khumam Lampak Indoor stadium.

Besides these 16 stations, additional 2 Cycle stations each are proposed within Kangla Fort and DM College Campus.



Appendix III: Fare Structure

Fare Structure: The proposed fare structure for the system as determined by the ISCL is given below. There are four main components of the fare and payment structure:

- i. Security Deposit
- ii. Subscription Fee
- iii. User Fees
- iv. Processing Fee

a) Security Deposit

A refundable Security Deposit will be charged on all users to ensure safety of the cycles. Imposition of security deposit is considered necessary to mitigate the risk of theft and cycles not being returned to the system and being discarded around the city.

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

b) Membership Fees

Regular user may prefer to subscribe to the system to become a member. However, all users who are registered with the system are not required to become members. Members are granted with the benefit of unlimited number of cycle hires of the trip lengths half an hour or lesser during the time of their membership. Besides these, there will be concession in user tariff for the members. The membership will be for a month with a membership fee of Rs 149 per month.

c) User Fees

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

Time (in Mins)	Non-Member-User Fees (Rs)	Members User Fees (Rs)
Up to 30 minutes	10	0
Up to 1 hr	15	7
Up to 2 hrs	25	15
Up to 4 hrs	45	35
Up to 8 hrs	80	70

d) Processing Fee

An amount of Rs. 50 may be charged as processing fee during registration. Members are exempt from this charge.

Annexure 1: 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,

**Chief Executive Officer
Imphal Smart City Ltd
Imphal, Manipur**

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 as a Service Provider for the Imphal Public Cycle Sharing System.

The ISCL 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:

1. Our bid and any information submitted for at the time of bidding will be subject to verification by ISCL.
2. ISCL has reserved the right to amend the scope of work for the Public Cycle Sharing System. In such event, bids will only be called from qualified bidders who meet the revised requirements;
3. ISCL can reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications;
4. ISCL 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 ISCL.

The cost of the Bid document processing fee amount of Rs. 10,000/- (Rupees ten thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number dated-----of bank drawn in favour of IMPHAL SMART CITY LIMITED and payable at Imphal.

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]

Annexure 2 : Format for Power of Attorney for Authorised Signatory

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

KNOW ALL MEN BY THESE PRESENTS that the undersigned [name], [title] of [name of the Company] (hereinafter referred to as the "Company"), is lawfully authorised to represent and act on behalf of the Company, whose registered address is [Company's address], does hereby appoint [name], son of -----, residing at----- and presently employed with the Company as -----, whose signature appears below, to be true and lawful attorney, and authorise the said attorney to sign the Bid Documents and Contract Agreement, related documents, attend meetings, conduct negotiations, sign any agreement related to the RFP and execute all the necessary matters related thereto, and to do all such acts, deeds, things and matters in the name and on behalf of the Company in connection with the execution thereof, pertaining to the RFP for 'Engagement of Service Provider for Installation, Design and Operation & Maintenance of Public Cycle Sharing System in Imphal'.

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

OFFICIAL STAMP AND SIGNATURE OF THE COMPANY:

Name of the Legal Representative: _____

Signature of the Legal Representative: _____

Printed Name of the Attorney: _____

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

Company's Seal:

Name of the witness: _____

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

Signature of the witness: _____

Annexure 3: Format for General Information of Bidder

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

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.) (Attach documentary evidence)	
Registration/incorporation documents (Attach documentary evidence)	
If applying as a consortium, the status of the company in the consortium	
Ownership structure, business growth revenue details, staff details and/or capability statement.	
Management team	
Products/services offered	
Annual sales volume (in rupees)	
Major clients	
Business partners (and the services/products they offer	
History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time	
History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time	

NB: In case of consortium, the above information is to be provided by each member of the consortium.

Annexure 4: Format for Details of Technical Eligibility

Time Period	City	Public Bicycle Sharing Systems operated by the Bidder, the number of Cycles in the operational Fleet during the specified time period	No of Cycle Rides completed during the specified time period
DD/MM/YY- DD/MM/YY	[City 1]		
	[City 2]		
	[City 3]		
DD/MM/YY	[City 1]		
DD/MM/YY	[City 2]		

Bidder shall mention only the cycles that were commissioned prior to the respective time period. Cycles introduced part way through a time period should not be included until a subsequent year.

Note: Bidders should submit the certificates from the client to authenticate the statement provided in Format 4

Signed, [Name]

For and on behalf of [name of Bidder or Consortium]

Annexure 5: Format for Financial Capability

Financial year	Turnover	Net worth
Year: 2018-19		
Year: 2017-18		
Year: 2016 - 17		

Note: The turnover and net worth shall be certified by chartered accountant

(Attach audited annual report)

Signed, [Name]

For and on behalf of [name of Bidder or Consortium.

Annexure 6: Format for Declaration by the Bidder for not being Blacklisted/Debarred

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

Date:

To,

**The Chief Executive Officer
Imphal Smart City Ltd
Imphal, Manipur**

Ref. No.: -----

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

Dear Sir,

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

Thanking you,

Yours faithfully,

(signature of the Authorised Signatory with official company seal)

Date:

Name:

Designation:

Annexure 7: Format for self-declaration/ Rule 144 GFR reg

<To be provided on the letterhead of the Bidder>

I/We also represent that company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per revision of GFR Rules, 2020 or, if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Sincerely,

(Signature of Authorised Signatory)

Annexure 8: Format for Self-declaration against the rule 144 (xi) -GFRs 2017 in case of sub-contracting

<To be provided on the letterhead of the Bidder>

I/we have read and understood the clause __ regarding restrictions on procurement from the bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I /We further undertake to not subcontract any work to a contractor from any prohibited countries. I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered"

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

Annexure 9: Format for self- certification by Class I local supplier/Class- II local supplier

<To be provided on the letterhead of the Bidder>

To,

**Chief Executive Officer,
Imphal Smart City Ltd,
Imphal Manipur.**

Sub: Request for Proposal (RFP) for Design, Installation Operation Maintenance and Transfer of
Public Cycle Sharing System in Imphal under Smart City Mission

Ref: Tender No :< No> Dated<DD/MM/YYYY>

Sir/ Madam,

As per No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 and subsequent orders, the class I/class II local supplier has to provide the certificate giving the confirmation that the items offered meet the local content requirement and also mention the details like detail of items, location of local value addition, percentage of local content.

We hereby certify / provide the following details:

1. Details of items
2. Location of local value addition
3. Percentage of local content.

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

Annexure 10: Format for Undertaking

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

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

Dated this ____ day of ____ 2020

(signature)

Company Stamp

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

Annexure 11: Format for Power of Attorney for Lead Partner

(on the stamp paper duly notarized)

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

Whereas the ISCL (“ISCL”) has invited applications from interested parties for the Imphal Public Cycle Sharing System (hereinafter referred to as “the Project”),

Whereas the members of the consortium 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 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 ISCL, to follow up with ISCL 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 _____ 2020

(Signature)

For and on behalf of-----

Name & Designation

(Signature)

For and on behalf of-----

Name & Designation

Annexure 12: Format for Consortium Agreement

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

By and Between

1. [Name of company], a company incorporated under the Companies Act, 1956 /2013 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) Imphal Smart City Limited (ISCL), a SPV Company incorporated under the Companies Act, 2013 and having its principal place of business at Directorate of MAHUD, PDA Complex, North AOC, Imphal - (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Proposal") by its Request for Proposal dated [date] (the "RFP") for appointment of Agency for [name of assignment] (the "Project").
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations:

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP and contract agreement.

2. Consortium:

- a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the selection process for the Project;

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

3. Covenants:

The Parties hereby undertake that in the event the Consortium is declared the selected Agency and awarded the Project, the Parties shall enter into a contract for proposed services (“Contract”) with the Authority and for performing all obligations as the Agency in terms of the Contract for the Project.

4. Role of the parties:

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

- a) Party of the First Part shall be the Lead Partner of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Project and until the Effective Date under the Contract;
- b) Party of the Second Part (Partner 1) shall be [role];

5. Joint and Several Liability:

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Shareholding in the consortium:

The parties agree that the proportion of shareholding among the parties in the in the consortium shall be as follows:

First Party (Lead Partner):
Partner 1 :

7. Lead Partner:

Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Partner and the Authority shall be entitled to deal with such Lead Partner as the representative of all Members. Each Party agrees and acknowledges that:

- a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Partner on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Partner;
- b) Consolidated applications for release of Capital Grant for the services in relation to the Project performed by all the Partners shall be prepared and submitted by the Lead Partner and the Authority shall have the right to release payments solely to the Lead Partner and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) Any notice, communication, information or documents to be provided to the Agency

shall be delivered to the authorized representative of the Project (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

8. Representation of the Parties:

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

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

9. Termination:

This Agreement shall be effective from the date hereof and shall continue in full force and effect during the Contract period, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon

return of the EMD by the Authority.

10. Miscellaneous:

- a) This Consortium Agreement shall be governed by laws of India;
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED & DELIVERED For and on behalf of LEAD PARTNER by:

[Signature]
[Name]
[Designation]
[Address]

SIGNED, SEALED & DELIVERED For and on behalf of SECOND PART (PARTNER 1) by:

[Signature]
[Name]
[Designation]
[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

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

Annexure 13: Format for Product Details

(Bidder to mention product description, general specifications, manpower, IT systems, technologies and solutions, innovations, operations, etc.)

Annexure 14: Format for Performance Guarantee

[On bank's letterhead with stamp]

To,

**Chief Executive Officer
Imphal Smart City Limited**

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 ISCL (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 Award No. _____ dated _____ has been issued by the Owner to _____ [Name of Service Provider] (Hereinafter called "the Service Provider") for execution of the Imphal Public 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 Imphal 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 5.5 (five and half) 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 ISCL and the Service Provider pursuant to issuance of Letter of Acceptance by ISCL 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]

Annexure 15: Format for Financial Bid

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

Sl No.		In figure	In words
1	Capital Grand Required from Imphal Smart City Ltd in INR		
2	Revenue to be share in percentage		

Note:

- (i) *The quoted Capital Grand amount is all inclusive of taxes. If there are discrepancies in the Capital Grand amount in figure and amount in words, the Capital Grant amount lesser will be considered.*
- (ii) *The allowable maximum Capital Grant is INR 1.45 Cr, if any bidder quotes more than the allowable maximum capital grant the bid will be rejected.*
- (iii) *If there is discrepancies in the Revenue share in figure and t in words, the Revenue share higher will be considered.*

[Signature]

Name Designation of Authorized Signatory

[Company stamp]