

## **ENERGY MANAGEMENT CENTRE -KERALA**

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 017; www.keralaenergy.gov.in

## EXPRESSION OF INTEREST FOR SELECTING SERVICE PROVIDERS FOR OPERATING PUBLIC BIKE SHARE SYSTEM IN TRIVANDRUM CITY ON PILOT BASIS.

Notification No : EMC/459/2021-E-II( HEAD ESS) dated: 26/11/2021

Date of Publishing	26/11/ 2021
Last date for receipt of Queries	On or before 15/12/2021 up to time 17:00hrs. to <b>emck@keralaenergy.gov.in</b>
Online Pre-submission meeting	16/12/2021 11:00 . hrs in online mode
Final date for submission of online application	24/12/2021 before 15: 00 hrs
Opening	24/12/2021 before 16: 00 hrs

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## 1. Notice for Inviting Expression of Interest

EoI for "Selection of service providers for operating 'Public Bike Share' system in Trivandrum City.

EMC is seeking proposals from qualified companies for **EoI for "Selection of service providers for operating 'Public Bike Share' system in Trivandrum City on Pilot basis.** The offers have to be submitted per the bid submission guidelines. The guidelines and documents for Expression of Interest can be downloaded from the website (\_\_\_\_\_\_) of EMC. The application submitted on or before \_\_\_\_\_ noon, \_\_\_\_th of \_\_\_\_\_ 2021 at the office of The Director, Energy Management Centre - , Sreekrishna Nagar, Sreekariyam PO Thiruvananthapuram -695017, Kerala

Notification number	Notification No : EMC/459/2021-E-II( HEAD ESS) dated: 26/11/2021
Superscription	EoI for "Selection of service providers for
	operating 'Public Bike Share' system in
	Trivandrum City on pilot basis
Last Date of Online Queries	On or before 15/12/2021 up to time 17:00hrs. to <b>emck@keralaenergy.gov.in</b>
Pre-Bid Meeting	16/12/2021 11:00 . hrs in online mode
Last Date of Receipt of Proposal	24/12/2021 before 15: 00 hrs
Date of Opening of Bid	24/12/2021 before 16: 00 hrs at Energy Management Centre
EoI available on	www.keralaenergy.gov.in

#### Thiruvananthapuram

Sd/-

#### 26/11/2021

Director

## 2. Introduction and Background

#### 2.1 About Trivandrum

Trivandrum (official name Thiruvananthapuram), lying on the southwest coast of India, is the capital to the state of Kerala. The city has a population of 957,730 inhabitants and a metropolitan population of 1.68 million. The place is well connected to most of the other major cities of India through rail, road, and air network. Thiruvananthapuram was selected in the third round of Smart City Selection and secured first rank in the Smart City Challenge in 2017. The proposal submitted to GOI had 43 projects aimed at improving basic infrastructure of the city and harnessing the use of IT based solutions to make the City Smart. The projects can be grouped into two categories; Pan City Solution (IT based solution) for entire corporation area and Area based development (ABD) Projects which are specifically targeted for 9 wards in the City Centre as a retrofit model.

#### 2.2 About EMC

Energy Management Centre (EMC), Department of Power, Govt. of Kerala, the first State-level organisation exclusively for promoting energy conservation, came into existence on 07-02-1996. In exercise of the power conferred by clause (d) of section 15 of the Energy Conservation Act 2001 (Central Act 52 of 2002), Energy Management Centre - Kerala (EMC) is designated as the State Designated Agency (SDA) of the Bureau of Energy Efficiency (BEE), Ministry of Power, Government of India to coordinate, enforce and implement Energy Conservation Act 2001 (Central Act 52 of 2002) in the state of Kerala. The centre is devoted to the improvement of energy efficiency in all sectors of the economy in the state, through promotion of energy conservation and encouraging the development of technologies related to energy through demonstration programmes, research, training, and awareness creation. The centre also acts as an advisory body to the Government of Kerala in the field of energy and has a well-knit network of experts, technocrats and Government/Non-Governmental organisations for implementing energy efficiency projects and providing highly competitive and efficient services to the end-user.

As per the EV policy issued by Government of Kerala, the Government has planned an EV population target of 1 million EV's on the road by 2022 and a pilot fleet of 200,000 two-wheelers, 50,000 three-wheelers, 1000 goods carriers, 3000 buses and 100 ferry boats. Energy Management centre is the nodal agency for "Go Electric" campaign which aims at promoting usage of electric vehicles in the State, Energy.

#### 2.3 About the project

**Trivandrum city comprehended the need to have a PBS system with multiple bike share operators, to operate in agreement and address the short and last mile trips of city through energy efficient NMT modes and electric operated vehicle mode.** It is been realized that PBS system not only entails bicycles as fleet, but with time, it has extended beyond bicycles, geared bicycles to e-bikes.. The city is determined to provide conducive environment in terms of infrastructure support and policy to encourage and enable a successful PBS system comprising of Bicycles, Geared bicycles and e-bikes

#### 2.4 Need of PBS project

Mobility is to move people. A new way of thinking is, however emerging to reverse the planning processes to discourage driving and encourage walking and cycling. The objectives of mobility should not only be confined to improving speed of motorized modes. Instead, India's National Urban Transport Policy (NUTP), 2006 clearly states its objective is "to ensure safe, affordable, quick, comfortable, reliable and sustainable access for the growing number of city residents to jobs, education, recreation and such other needs within our cities."

The NUTP envisions a new planning paradigm that recognizes "people occupying centre-stagein cities and all plans should be for their common benefit and well-being". Other key goals identified in support of Non-Motorized Transportation (NMT) modes, include:

- Allocating travel space equitably among those with access to cars or public transport and those on foot, bicycle, or other NMVs.
- Encouraging a modal shift from private cars and motorcycles to the use of IPT and NMT modes such as walking and bicycling, thereby improving environmental quality and reducing dependence onoil.

The National Mission on Sustainable Habitat (NMSH) 2009, one of the eight missions approved under the National Climate Change Action Plan, also supports non-motorized transport as an important strategy for reducing GHG emissions. The importance of NMT as an affordable and environmentally friendly transport mode is recognize as of prime importance to ensure a sustainable and inclusive future for Indian cities.

<sup>&</sup>lt;sup>1</sup> Refer appendix for NMT specification of E-bikes

#### NMT as a sustainable transportation mode<sup>2</sup>

Non-motorised transport (NMT) is often a key element of successfully encouraging clean urban transport. It is regarded as the most efficient mode of transport for relatively short distances, which make up the largest share of trips in cities. The key to reversing the trend towards more private vehicle use is making walking and cycling attractive, together with improving public transport. This can be done by a range of activities including construction of sidewalks and NMT lanes, NMT bike sharing programmes, urban planning and pedestrian-oriented development. NMT is a highly cost-effective transportation strategy and brings about large health, economic and social co-benefits.

#### First/ last mile connectivity

First and last mile connectivity is a term used in transportation planning to describe the last leg of a trip; i.e. trip from origin/destination to the transit network stops or stations. In cities, public transport users generally complete these trips by walking or on IPT modes such as cycle rickshaws, auto rickshaws, shared auto rickshaws and sometimes even on private modes such as cars or two wheelers. Cities needs to connect and integrate the transit plan and network to aid the last/first mile connectivity. The improvement in last/first mile connectivity will also in turn improve thePT ridership.

NMT has gained prominence as a viable alternative to complete the first and last mile within the urban cores. Some Indian cities have borrowed from experiences of cities in Europe, North America and Asia to initiate similar Public Bike Sharing (PBS) schemes, as an integral part of their mobility solutions for the city.

#### 2.5 Project objectives

The objectives of PBS for Trivandrum city are as discussed below: -

- To improve first & last mile connectivity and extend the reach of the city's transportation system
- To reduce overcrowding on public transportation
- To promote space efficiency
- To improve mode-share of NMT
- To change the nature of travel for short trips, by substituting motorised transport with NMT alternatives
- To improve urban environment

<sup>&</sup>lt;sup>2</sup> Source: Climate TechWiki, NMT; https://www.climatetechwiki.org/technology/nmt

- To reduce congestion and improve air quality
- To improve the quality of public spaces
- To improve the health of people
- To change the common perception of bicycling as a low-income mobility choice

## 2.6 Target User

The target users for PBS in Trivandrum city is as follows,

- Daily commuters like office goers or students for short trip or
- Daily commute for first/last-mile connectivity from resident to work place, institution etc.
- Residents and office employees to run general errands
- Time and budget sensitive tourists

## 3. Pre-Qualification Criteria

## 3.1 Eligibility criteria

Following will be the minimum pre-qualification criteria. Each eligible PBS service provider should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected.

#	Pre-Qualification Criteria	Proof Document Required
1	Service provider should be a company registered under the Indian Companies Act 1956/2013 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should be operational at least for last one years as on date of publishing of this PBS permit application, Trivandrum. Max 2 companies are allowed in a consortium including lead service provider.	under Companies Act 1956/2013 or certified copies of partnership deed (even in case of start-up) Consortium agreement clearly stating the roles and responsibilities of each member
2	The lead service provider (or any of the consortium member) should have demonstrable expertise and experience of any kind of transit related services. Transit agencies with background of implementing PBS would be preferred.	3. Copy of LOI/LOA/ WO/ Agreement/ Client Certificate/Certificate demonstrating expertise and experience of any kind of transit related services.
3	The service provider and any entity of the Consortium should not be blacklisted by any Central/ State Government Department and Central/ State Public Sector Units (PSUs) in India in last three years as on the permit application date.	4. Declaration letter by service provider as per format given in the EOI document

## 3.2 Application for PBS Permit

The interested service provider needs to submit the following to EMC along with the EoI submission to apply for the permit to operate PBS services within the city;

- 1. Submit duly filled PBS permit application form (format attached in annexure)
- 2. Letter of Indemnity for riders' safety (executed on non-judicial stamp paper)
- 3. Undertaking of data privacy of service users, as per 'Information Technology Act' (2000) Section 43A and Section 72A
- 4. Undertaking specifying permit holder will share all PBS data with EMC (Format for data will be shared)
- 5. Declaration of insurance of fleet and Third-Party Liability Insurance in case of NMT e-vehicle
- 6. Certification demonstrating that each model bicycle put into service meets or exceeds both International (ISO 4210: Safety Requirements for City and Trekking Bicycles) and National (IS 10613: 2014: Cycles Safety Requirements for Bicycles).
- 7. Certification demonstrating that each model of e-bike put into service meets or exceeds both International and national safety requirements. (Vehicle should be ARAI approved; electric motor having thirty-minute power less than 250W; maximum speed when powered solely by such a motor while ridden, is less than 25 kmph)
- 8. Declaration that the fleet operational in the system is not more than 1 years old. Please provide supporting documents justifying the manufacturing date of fleet operational in the system.

#### 3.3 Descriptions and plans

Service provider to submit detail descriptions and operational plans along with the EoI submission. (The description should comply with the Service Level Agreements, wherever applicable)

- 1. Size and type of fleet at launch, including any planned fleet expansions during the permit period (to be provided in application form, format attached in annexure)
- 2. Specification of Fleet type as per the safety standards and norms (to be provided in application form, format attached in annexure)
- 3. Summary of recommended Station Locations and count of fleet (type wise) to be distributed across recommended PBS stations.
- 4. Description of pricing structure, fare rates to be made applicable for riders including subscription fees/ membership fee/ security deposit etc.

- 5. Daily, Weekly, Monthly, Half-yearly and Yearly plans for system maintenance, cleaning and repairs of fleet and any other PBS infrastructure components put in place by the operator.
- 6. Strategy and plan to address customer grievances specify with timeframe.
- 7. Marketing and targeted community outreach plan (including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual (Malayalam and English) communications plan, and an equitable bike share implementation plan, to promote the use of the PBS system citywide.
- 8. Yearly strategy for educating users on proper bike usage, parking and other safety measures and etiquettes.
- 9. Submit description and breakup of project finance planned for 3 years (i.e. Capex, Opex and Revenue details)

Two bike prototypes of each type of fleet to be used under this program should be submitted for inspection by EMC (with submission of EoI response or within 7 days post submission of EOI response).

The service provider needs to inform EMC and seek approval about change in plan, strategy, description, fleet size, pricing etc. through a formal letter prior to initiating proposed changes.

## 4. Important Dates

#	Information	Details
1.	Project Name	Selection of agency for operating 'Public Bike Share' system in Trivandrum City
2.	EOI reference No and Date	No : EMC/459/2021-E-II( HEAD ESS) dated: 26/11/2021
3.	Website to download EOI	https:// www.keralaenergy.gov.in
5.	Queries by email	Bidders shall have to post queries by email on or before 15/12/2021 up to time 17:00hrs. to <b>emck@keralaenergy.gov.in</b>
6.	Pre-bid Meeting	16/12/2021 11:00 . hrs in online mode
7	Last date (deadline) for receipt of EOI response	24/12/2021 before 15: 00 hrs
8.	Place, Time and Date of opening of the proposals received in response to the EOI notice	24/12/2021 before 16: 00 hrs
9.	Submission (in Hard Copy)	Complete EOI in sealed envelope with relevant details may be submitted strictly through Speed Post or RPAD or physical in-person submission, only so as to reach at following address: Energy Management Centre - , Sreekrishna Nagar, Sreekariyam PO Thiruvananthapuram -695017, Kerala

## 5. Scheme Details

## 5.1 Permit specifications and validity

- 1. Two type of permit available namely, Type A (Entry permit) and Type B (Add-on permit).
- 2. First permit has to be "Type A" permit. Later service provider can apply for renewal of existing permit and add single or multiple 'add-on' permit for expansion.

Permit	Entry Permit (1 <sup>st</sup> time permit: Type A)	Add-on Permit (Type B)
No. of fleet	100 minimum The no of ebike shall not be less than 50% of total fleet under type A permit.	25 The no of ebike shall not be less than 50% of total fleet under type B permit.

- 3. The permit is valid for three years
- 4. The permit is subject to renewal, on agreement between EMC the and existing permit holder

#### 5.2 Onboarding of Permit holders

- 1. Permit holders to take thirty days' time to go-live after signing of contract, and within 6 months run full-fledged.
- 2. Installation timeline for minimum 50 fleet Type A permit as under;

T <sub>0</sub> : 0-3 months	T 1: 3-6 months	
Min installation and operation of 50% fleet	Addition of remaining fleet	
Min installation and operation of 50% fleet	Addition of remaining fleet	

'T' represents the date of signing of the contract

- 3. Penalty shall be introduced at a later stage which includes the attributes as mention in SLA
- 4. 50% fleet operating in the system should be brand new, and remaining 50% not be more than 1 years old from the date of manufacturing during implementation

#### 5.3 Role and responsibilities of active stakeholders

The following is the roles and responsibilities of active stakeholders in the PBS system. The list is a representative and not exhaustive.

#### 5.3.1 Roles and responsibilities of EMC

- 1. EMC will provide the station locations and size. However, the finalization of station location will involve stakeholder feedback
- 2. Authorize the fleet size of operators
- 3. Review of all the documents submitted by service provider as specified in this policy document
- 4. Support in getting clearance and approval from all the required authorities for installation and operation of the system.
- 5. Assisting in identifying Provision of space for Control Centre, stations.
- 6. Approve launch and roll-out of the system implemented by the Operator
- 7. Support Service provider to conduct events in the city of Trivandrum.
- 8. Re-order the list of activities, take a final decision on attributing delays to the stakeholders and reschedule the project implementation timelines
- 9. Approval of System branding and naming/advertisements on the system/ fleet.
- 10. Review of Service Provider plans operation and maintenance including plan for redistribution of cycles.
- 11. Review of quarterly operations report and *Fare box revenue*.
- 12. Constitute NMT cell to facilitate and undertake oversight of the project
- 13. Constitute a Project Monitoring Unit to provide strategic guidance and to actively monitor the project
- 14. Development of Integrated Platform
- 17. Monitor the overall system

## 5.3.2 Roles and responsibilities of Service Provider

- 1. Procurement of hardware and software of fleet and its required supporting infrastructure including spare parts, tools etc.
- 2. Ensure the fleet put in system will have accessibility to subscribed user with smart phone, without smart Phone.
- 3. Provision of Website and Smart Phone App (for both and roid and apple) for respective services
- 4. Feedback on Planning of Stations- Location of stations and station siting plans
- 5. Procurement of dedicated vehicles for redistribution of fleet
- 6. Regular maintenance of fleet and it's infrastructure
- 7. Operating Depots & Workshop for repair of fleet and other system parts and storage of spare parts and back up fleet.
- 8. Registration of Users at notified registration centres
- 9. Selling advertisement space on the fleet
- 10. Branding and marketing events in Trivandrum
- 11. Planning and hiring adequate staff with the right capabilities
- 12. Supporting Integration of Common Mobility Card in the payments system
- 13. Data Reporting and sharing with EMC, including Real time transfer of data

- 14. Integrating their system with the Integrated Command and Control Centre (ICCC) of EMC.
- 15. Maintain Legal compliances throughout the tenure Insurance of fleet and Public Liability Insurance Policy
- 16. Construction and installation of dummy docks
- 17. Shall provide charging infrastructure.
- 18. Procurement and installation of CCTV camera
- 19. Submit Quarterly Progress report of the following after full-fledged operation ,
  - 1. . Systemoperation
  - 2. Compliance with SLA

**3** Project finance of last quarter and planning of next quarter (should include Capex, Opex and Revenue break up details) by 30<sup>th</sup> of the following months- March, June, September, and December (i.e every quarterly)

#### 5.4 Permit revocation

- EMC reserves the right to revoke a PBS Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to EMC on non-performance by the permit holder/ failure to comply by the SLAs or on basis of any other in-disciplinary reasons.
- 2. If the Permittee wishes to contest the revocation of a permit, the Permittee may email the Director, EMC to explain any basis for why the permit should not be revoked.
- 3. The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that EMC revokes a permit, permittee shall remove the bicycles from the PBS stations within 7 business days from the date of the notice of revocation.

## 5.5 Security money and Penalty

Permit holder is expected to **submit cheque/demand draft to EMC within 7 days of receiving the permit/license to operate**;

Fleet/vendor	Security Deposit for Normal Bicycles	Security deposit for Pedal Assist	Security deposit for E- Bike
Fleet up to 100	Rs 25000/-	Rs 50000/-	Rs 1 lakh /-

For example, a vendor comes with 100 fleet with 30% Bicycles, 30% pedal assist and 40% e-bike; then then vendor should deposit Rs 25000\*30% + Rs 50000\*30% + 1 lakh\*40%.

Security money is replenishable quarterly post imposition of penalties as applicable at the end of the quarter.

EMC has the right to penalize vendor, beyond the security deposit if found to default which shall come into

Expression of Interest for selection of service providers for operating 'Public Bike Share' system in Trivandrum City effect after 6 months of full-fledged operation based on attributes mentioned in SLA. The penalty charges for on-boarding operator with timeline will decided after 6 months of full-fledged operation. Once penalty come into effect this shall be reduced from the security deposit.

Fields	Timeline	Penalty to be deducted from;
Operation of Services	End of $T_0$ and $T_1$	Security Money

Penalties shall be levied only for the reasons attributable to the implementing bidder. Any risks/ issues foreseen by the implementing bidder shall be brought to the notice of the EMC immediately. If no such issues/ risks are highlighted by the implementing bidder, then it is expected that no delays will be there in the implementation schedule.

## 6. Terms and Conditions

## 6.1 Compliance on fleet

## 6.1.1 Design Specification of geared bicycle and pedal assist bicycle

Sr	Components	Specs
No		
1	Design	Single Rider Cycle
2		One-size fits all with step through frame and a unisex design.
3		Visible difference of the bike from regular bike in the market through design
4		Sturdy, light weight Frame preferably aluminium alloy (net weight range 15 to
		25 kg)
5		Rust and graffiti resistant
6	Seat	Seat should be adjustable without any tools to cater to different users
7	Lock	Integrated lock
8	Stand	Kick Stand
9	Basket	Front mounted porous basket (to avoid accumulation of water), with carrying
	Dasket	capacity up to 10kg
10	Advertisement	Visibleadvertisement space on basket and on rear wheel (cloth trap) guard sides
	space & Logo	of the bicycle
	space & Logo	Logo specified by EMC to be placed on fleet
11	Brake	Reliable braking system
12	Gear	Reliable gear system with a minimum of 3 speed gear
13	Guard	Rear wheel guard and chain guard to protect cloth trap
14	Mud-guards	Front and Rear wheel mud guards
15	Wiring	concealed wiring/cables and other electro-mechanical parts
16		Automatic front and rear LED lights powered by a hub dynamo
17	Light and	Reflectors on front, sides and the back of the bike
18	reflectors	Yellow, Orange, Red a reflective chrome colour. Reflectors on wheels, pedals,
		and both ends of the cycle.
19	Bell	Audible signaling components
20	IT	Should be integrated with IT components like tracking device (GPS),
	Components	locking/unlocking (RFID/QR/Bluetooth), anti-theft mechanism etc.

Sr	Components	Specs
No		
1		Electric-assist shared bike used in systems, issued a permit under this
		program must employ an electric motor having power less than or equal
	Norms	to 250W, whose maximum speed, when powered solely by such a motor
		while ridden, is less than 25 kmph with a minimum range of 60kmper
		full charge.
		The EV 2 wheeler shall be approved as per CMVR vide ARAI test report.
2		One-Size Fits all with Step Through Frame and a unisex design.
3		Visible difference of the Bike from regular bike in the market through design
4	Design & built	Sturdily built to withstand the rigors of outdoor storage and constant use for
	quality	at least five years. (net weight range up to 70 kg)
5		Rust and graffiti resistant
6	Seat	Seat should be adjustable without any tools to cater to different users
7	Lock	Integrated lock
8	Stand	Kick stand
9	Basket	Front mounted porous basket (to avoid accumulation of water), with a
	Dasker	capacity up to 10kg in case of bycycles
10	Advertisement	Visible advertisement space on basket and the sides of the bike
	space & Logo	Logo specified by EMC to be placed on fleet
11	Brake	Reliable braking system
12	Gear	Gear system with a minimum of 3 speed gear. Able to navigate grade
		separators with ease
13	Guard	Rear wheel guard to protect cloth trap
14	Mud-guards	Front and Rear wheel mud guards
15	Wiring	concealed wiring/cables and other electro-mechanical parts
16		Equipped with a front light that emits white light while the Bikes is in
		motion, illuminates the way in front of the Rider and is visible from a
		distance in front and from the sides of the Bikes.
17	Light and	Retro reflective devices, i.e one white reflector in front one red reflector in
-/	reflectors	back at the rear.
		Lights must turn on automatically and stay on while a trip is being made,
		whether the user is in motion or stopped. When stopped, the light must stay
		methor the user is in motion of stopped. When stopped, the ight must stay

## 6.1.2 Specification of E-Bike (Pedal assist and Throttle)<sup>3</sup>

Expression of Interest for selection of service providers for operating 'Public Bike Share' system in Trivandrum City

<sup>&</sup>lt;sup>3</sup> As per the amendment in Central Motor Vehicle Rules 1989 (G.S.R 291E, REGD. No. D.L. 33004/99; Part 2- Sec 3- Subsection 1, No. 221, New Delhi 24<sup>th</sup> April 2014)

		on for 120 seconds. Lights must be integrated into the bicycle without
		exposed wiring that could be easily damaged or tampered with.
18	Bell	Audible signalling components
19	IT Components	Should be integrated with IT components like tracking device (GPS),
	11 components	locking/unlocking (RFID/QR/Bluetooth), anti-theft mechanism etc.

#### 6.2 Compliance on Operations

#### 6.2.1 Operational Conditions

- 1. Use of the public right of way, and Operator's operations within the city, shall not:
  - adversely affect city property, including streets and sidewalks;
  - adversely affect the property of any third party;
  - adversely disrupt the traffic movement
  - create conditions which are a threat to public safety and security
- 2. If the city incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the City may draw down the bank deposit established at the outset of the permit.
- 3. Operator shall comply with all applicable laws of jurisdiction
- 4. Assignment and Subletting: This Permit is personal to Permittee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of City.
- 5. If the Operator does not renew the Permit then at the end of the term, Operator shall, at its sole cost and expense, immediately remove all of its property unless otherwise agreed to by the parties in writing.
- 6. The City reserves the right to terminate any permit issued if the Operator violates any terms of the permit or is found to have misrepresented any aspect of their application.

#### 6.2.2 Distribution of bikes

- 1. Operators must be proactive in the redistribution of bikes according to demand to avoid excessive buildup or non-availability in an area.
- 2. Operators to comply with SLA

#### 6.2.3 Safe bike placement

- 1. Bikes must be parked in their respective docks and not placed on footpaths, or where they could pose a safety hazard or obstruct other street users
- 2. Bike placement must not interfere with pedestrian access or amenity.

#### 6.2.4 Operator staffing levels

Operator at all times shall provide sufficient staff in order to efficiently and promptly provide the services set forth in the contract.

#### 6.3 Compliance on Rider Subscription

#### 6.3.1 Non-discrimination

The system should be accessible to all strata of society and the system shouldn't discriminate users based on gender, caste, religion, language etc.

#### 6.3.2 User age limit

Permit holders should consider the user safety and road safety, and strictly restrict users below 18 years age from registering and using e-bike.

#### 6.4 Legal Compliance

#### 6.4.1 Indemnification

The permit holder agrees to indemnify and hold harmless EMC, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- 1. Any mis-statement or any breach of any representation or warranty made by the permittee or
- 2. The failure by the permittee to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created permittee pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub-contractors pursuant to this Agreement, or the PERFORMANCE STA NDARDSs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than Service Provider or its sub-

contractors; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of EMC, or

- 3. Any compensation / claim or proceeding by any third party against EMC arising out of any act, deed or omission by the permittee or
- 4. Claim filed by a workman or employee engaged by the permittee for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 5. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### 6.4.2 Insurance

It shall be the responsibility of the Permittee to take all insurances required as per extent law. EMC does not undertake any responsibility in the event of any deficiency of the insurance policy like coverage, extent or any claim made against the operator.

#### 6.4.3 Dispute resolution

- 1. All matters related to permits and issues therein maybe addressed to DirectorEMC, who will be the nodal authority for smooth implementation and operation of Public Bicycle Sharing System in Trivandrum.
- 2. Any dispute or differences arising out of this permit maybe referred by the Permittee to Director, EMC who shall be the competent person to resolve such disputes in an amicable manner. The decision of CEO, EMC on all matters relating to this Permit shall be final.
- 3. EMC reserves the right to issue further clarification to items not specifically covered in the terms and conditions. The decision of EMC shall be final and binding on the Permittee.
- 4. Only the courts in Trivandrum shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

## 6.4.4 Arbitration

If any dispute or difference or claims of any kind arises between the Parties in connection with implementation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the "PBS in Trivandrum", or the rights, duties or liabilities of any Party under the PBS Agreement, whether before or after the termination of the PBS Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by Director, EMC and two other authorised members of the

organisation. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of ....., whose decision in this regard shall be final and binding on both the Parties.

## 6.5 Compliance with Data Sharing

Operators must cooperate with EMC to share relevant data for the purposes of monitoring, system planning&optimization.

- 1. Permitee to share the web API (Operators will work towards live data portals to facilitate information sharing in interest of citizen's journey planning)
- 2. Permitee to share additional commercial-in-confidence data, per day/hour wise
  - 1. The number of registered users
  - 2. The total number of trips per day
  - 3. Trip origins and destinations, and trip duration (time and distance)
  - 4. The number of bikes deployed by locations at 6 am and 4 pm
  - 5. Bike redistribution numbers and patterns
  - 6. Data regarding damaged or lost bikes
  - 7. Grievance and Service call center applications with response times

Operators will work together with EMC to survey customers about share bike usage when needed and required. The results will be used to promote bike share and inform transportation planning.

#### 6.6 User Charges

Permittees are allowed to fix the user tariff as deemed reasonable. The user charges shall be disclosed to EMC and no surcharges of any kind shall be levied. EMC reserves the right to intervene in case profiteering, collusion or unfair trade practices are noticed in levy of user charges.

## 6.7 Safety training

At a quarterly basis, Operator shall provide safety training through electronic modes (such as social media videos/ training videos), infographics, campaign etc.; to ensure safety features, proper use/placement of bike and applicable rules and regulations of the road to current and/or potential users in the city.

# 6.8 Grievance redressal for faulty, damaged, breakdown or misplaced bikes and customer service

- 1. Faulty, damaged, broken down bikes must be removed or repaired within the timeframe as per the SLA
- 2. Operators must enable easy reporting of faulty/ damaged/ broken down bikes, bikes parked in inappropriate locations, or any other concern (feedback/ complain/ service inquiriesetc.) through their IVR, app, website, email and a fully dedicated customer service available 24x7.
- 3. Operators must work toward providing customers with a reference number against their reporting, that can be sited for ease of follow up on the phone, in email and in app. Also inform the reporter on closure of the incident
- 4. Operators must work toward having contact information clearly displayed and fixed on all bikes.
- 5. Operators must provide a central point of contact to EMC.
- 6. Operator shall provide Frequently Asked Question (FAQ) material on its website in those languages that explains to users how to use PBS system
- 7. All operators and their customers must obey road rules and consider the safety and comfort of other people on the road and footpaths.
- 8. Operators must promote legal and responsible riding, proper bike placement when customers join, and regularly afterwards.
- 9. Operators must encourage customers to reposition poorly located bikes.

## 6.9 Website, mobile application

Operator shall create and maintain a system website and app- the content of which shall address, at a minimum, the following:

- 1. Subscription information and rate, schedules
- 2. Payment information and subscription processing
- 3. Method for subscribers to log in, update required information, and track individual usage data compiled by the system
- 4. Subscriber Agreement and acceptance of terms
- 5. Map with the entire regional network of Sites and real-time availability of Bike and docking space at each station;
- 6. FrequentlyAskedQuestions
- 7. Safety requirements and information (including notification in the event of malfunction or Crash);
- 8. Permitted links to other Trivandrum based programs and events
- 9. Safety video and other training material addressing safe use of bicycles, and local laws pertaining to bike riders; and
- 10. A webpage that contains links to EMC- approved information (i.e. links to partner websites and notices).

- 11. IVR/Toll free number for service assistance
- 12. Grievance acceptancesection
- 13. Operator, at all times, shall keep the website information updated, current, and accurate on a regular basis.

#### 6.10 Branding and Advertisement

- 1. Service provider shall undertake Marketing and targeted community outreach plan (including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual (Malayalam and English) communications plan, and an equitable bike share implementation plan, to promote the use of the PBS system citywide.
- 2. Service provider to produce high-quality Station Network Map after finalizing Station locations and with pleasing and easy-to-understand graphics and incorporating branding design
- 3. Advertisement rights on the PBS stations vest with EMC
- 4. Advertisement rights on bike vest with operator subjected to public advertisement policy of the jurisdiction

## 6.11 Merchandising, licensing, and intellectual property

If Operator and/or any of its affiliates or business partners desires to use, during the Term, the trademarks, logos, service marks, and other intellectual property rights of EMC, then prior to any such use Operator and its affiliates or business partners as applicable, shall enter into a nonexclusive license agreement with EMC to use, during the Term, such trademarks, logos, service marks, and other intellectual property rights.

#### 6.12 Data privacy

- 1. Permittee will ensure to safeguards customers' personal, financial and travel information without prior permission of the user.
- 2. Permittee agrees to hold all financial data from users in a secure manner that complies with all laws and is only accessible to authorized personnel. The method for protecting financial data, user names, and addresses, must be Payment Card Industry (PCI) compliant.
- 3. Permittee agrees to provide all users with a clear, prominent notification about what data will be accessed, and provide an explanation as to why access is needed for each type of user files such as contacts, camera, photos, location, and other apps. This notification must be active including an affirmative confirmation in order to continue, (opt-in, not opt out) and should not be buried in a larger terms of service notification.
- 4. Permittee agrees that users shall not be required to share any personally identifiable information or other data through which identity could be ascertained with third parties such as advertisers or

investors in order to use the PBS initiative in the city of Trivandrum, nor will users be required to provide access to their contacts, camera, photos, files or any other private data.

5. Permittee will not disclose or release any Shared Personal Data to any other party apart from EMC.

#### 6.13 Interruption of service

- 1. **Intentional interruption of service**: If, at any time, Operator intends, or is required, to temporarily interrupt all or a portion of the service, for any reason beyond Operator's reasonable control, including, without limitation, safety, or other event or circumstance where continued service would be unsafe, unavailable, impractical, or impossible, then Operator shall contact EMC by telephone and by email at least 24 hours before the interruption of service and specifically describe the reason, proposed duration, Operator's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Operator's plans to resume service. Operator promptly shall notify the subscribers of the cause and expected duration of the proposed interruption of service by posting notice on the website, via email, and Terminals (electronic message).
- 2. **Unintentional Interruption of Service:** If, at any time, a System malfunction or an event or circumstance occurs where continuous service would be unsafe or unavailable for reasons beyond Operator's reasonable control, and this causes or will cause a temporary interruption of service, then Operator shall immediately contact EMC by telephone and by email and specifically describe the reason, estimated duration, Operator's proposed actions to correct the cause of the interruption (if possible), efforts to minimize the interruption, and Operator's plans to resume service.
- 3. Operator promptly shall notify the subscribers of the cause and expected duration of the interruption of service by posting notice on the website, via email, and Terminals (electronic message).
- 4. In the case of both Intentional and Unintentional Interruptions of Service, Operator shall be obligated to perform all necessary and appropriate acts to restart the service as soon as possible.

## 6.14 System Modifications

#### 6.14.1 Relocation, resizing, and/or reconfiguration of stations

- 1. By Operator: In the event that service providers strongly propose to relocate, resize, and/or reconfigure any existing station, due to underutilization or lack of profitability, it must be notified to EMC in writing, providing sufficient detail, data demonstrations and description of the proposed relocation site and reasons. EMC's decision to relocate, resize, and/or reconfigure will be treated as final and binding.
- 2. By EMC: EMC shall provide Operator with 48 hours advance notice of any relocation or reconfiguration of Stations to accommodate construction, special events, or other reasons.

## 7. Service Level Agreements

## 7.1 SLAs during on-boarding period

Performance indicator	Compensation
Operationalize minimum 50% of the fleet within	Penalty on missing the deadline Rs. 100 for each
first 3 months of signing the contract	fleet/month
Operationalize balanced fleet within 3-6 months	Penalty on missing the deadline Rs. 100 for each
	fleet/month

## 7.2 SLAs during operational period

The penalty shall be decided after six months of full-fledged operation, in which the following factors shall be considered.

#	Performance Indicator	Explanation	Time	Acceptable Service Level	Data Source
1	Fleet operational	No. of operational fleet	At any point of time	Should always be 100% of the total authorized fleet size	Real time IT feed/ Random check

#	Performance Indicator	Explanation	T ime	Acceptable Service Level	Data Source
2	Service Availability	Number of hours when the system is operational	Operating hours of the system	Should always be 100% of the agreed hours of operations (unless permission has been granted by EMC for otherwise)	Real time IT feed/ Complain/ random checks
3	% of totalAvailability of the Website and smart phone app% of totaltime in a month when website and smart phone app is not available		All through the month	The website and smart phone app are available for at least 90% of the time during the entire month	Real time IT feed/ Complains/ Checks
4	FollowingInspection &Maintenanceschedule		All through the month	The maintenance schedule to be followed	Site inspection/ Online database tracker for complains

Expression of Interest for selection of service providers for operating 'Public Bike Share' system in Trivandrum City

#	Performance Indicator	Explanation	T ime	Acceptable Service Level	Data Source
		specified below***			
5	Image: constraint of the section of		All through the month	95% to be answered within 1 business day	Online database tracker for complains
6	Servicing and Breakdowns	Fleet flagged for repair by a customer	10amto 8pm	95% to be serviced within 4 hours before putting the	Real time IT feed/ Complain

#### Expression of Interest for selection of service providers for operating 'Public Bike Share' system in Trivandrum City

#	Performance Indicator	Explanation	T ime	Acceptable Service Level	Data Source
				flagged fleet back in station for public use	

Inspection and Maintenance. \*\*\*

- Operator shall, at all times, follow and strictly comply with the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage and repair of all Equipment. Operator shall not be obligated to purchase any replacement Equipment.
- Operator shall perform a maintenance check consisting of the following checks, with deficient elements repaired or replaced as and when necessary:
  - Check tire pressure, and add air as may be needed, to recommended Pounds per Square Inch measurement;
  - Check tightness of handlebars, headset bearings, and full handlebar range of motion (left to right);
  - Check tightness of seat, seat post quick-release, and see that seat post moves freely in full range of motion (up and down);
  - Check brake function (front and rear);
  - Check grips for wear and brake levers for tightness and damage;
  - Check bell for tightness and correct function;
  - Check handlebar covers for damage and instruction stickers;
  - $\circ$  Check front basket for tightness and damage, and check bungee cord for wear;
  - Check for correct gears and shifter function through all gears;
  - $\circ$  Check fenders (front and rear) for damage, and clean outside of fenders;
  - Check tires (front and rear) for damage or wear;
  - Check wheels (front and rear) for trueness, broken or bent spokes and hub or axle tightness;

- Check LED lights (front and rear) for function;
- Check reflectors on wheels, seat and basket, to ensure they are present, clean, and undamaged;
- Check pedals and cranks for tightness;
- $\circ$  Lubricate and clean chain and check chain tensioner for correct function;
- $\circ$  Check kickstand for correct function;
- o Take brief test ride to ensure overall correct function of bike

# 8. Other instruction to Service Providers

## 8.1 Selection of PBS Station locations

PBS is to be developed primarily as an extension to existing public transit. The proposed system will cater the short trips and first/ last trips of city. Considering the guidelines as specified in PBS Guideline of MoUD, 2016; it is utmost important to connect the origin and destination trips. It is also important to build this system as a network.

The locations will be selected in consultation with Tivandrum Corporation and in such away that 60% station in shall be in location such as transit station, commercial place, institution etc.; 40% stations located at residential locality/residential society/garden/parks.

• Operators to submit MS Excel with recommended station locations details. Also, submit KML file (soft copy) containing their recommended stations locations to EMC.

## 8.2 Completeness of EoI response

- Service Providers are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of EoI shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the service providers risk and may result in rejection of their proposal.
- All communications/documents submitted with the EoI including a copy of this and the EoI proposal will be signed on each page by the authorized representative of the bidder. The signature on each page of the copy the document means that the bidder complies with all paras of the EoI. Non-compliance, if any, should be clearly mentioned and highlighted.
- The EoI shall be filled in, signed with all particulars complete and submitted by the one duly authorized to do so. The Service provider shall satisfy the EMC that he/she is competent and authorized to submit the EoI proposal and/or to enter into a legally binding contract with the EMC by furnishing documentary evidence in that respect.

## 8.3 Submission of EoI Queries

A prospective Service Provider requiring any clarification on the EoI Document may submit his/her queries, via email, to the following e-mail id on or before 15/12/2021 up to time 17:00 hrs.

Email Id for submission of queries: <u>emck@keralaenergy.gov.in</u> queries must be submitted in the following format only:

Expression of Interest for selection of service providers for operating 'Public Bike Share' system in Trivandrum City

B	Request for Clarifica	tion		
	Name and Address of the	Name and Position of	Contact Details of the Organization /	
	Organization	Person	Authorized	
	submitting	submitting	Representative	
	request	request		
			Tel:	
			Mobile:	
			Fax:	
			Email:	
Sr.	EOI	<b>Content of EOI</b>	Points of clarification	
No	Reference(s)	requiring	required	
	(Section,	clarification		
	Page)			

## 8.4 Amendments of EoI document

At any time before the deadline for submission of EoI proposal, EMC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment, which will form the part of the original EoI documents and shall override any contradicting effects in the original EoI document.

In order to afford prospective service provider reasonable time in which to take the amendment into account in preparing their EoI proposal, EMC may at its discretion, extend the last date for the receipt of EoI proposal.

The service provider are advised to visit the website (www.keralaenergy.gov.in) on regular basis for checking necessary updates. EMC also reserves the rights to amend the dates mentioned in this EOI.

#### 8.5 EMC's right to terminate the process

EMC may terminate the EOI process at any time and without assigning any reason. EMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by EMC.

#### 8.6 Right to accept or reject any or all permit application

EMC reserves the right to accept or reject any EOI offer and annul the offering of permit process and reject all EoI proposal at any time prior to award of contract, without thereby incurring any liability to the affected service provider/s or any obligation to inform the affected service provider/s of the ground for EMC's action.

#### 8.7 Submission of EoI

The EOI shall be put in a large envelope containing the following documents;

- 1. Permit Application form along with all necessary supporting documents, plan and descriptions
- 2. Station Location recommendations (Hard copy of checklist along with KML files in a soft copy on a Pen Drive / USB stick)
- 3. Addenda & Corrigendum
- 4. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this EOI document) and applicant shall also provide a soft copy on a Compact Disc (CD) / Pen Drive / USB stick. In the event of any discrepancy between the original and CD/Pen Drive/USB stick, the original shall prevail
- 5. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents

The envelope containing above documents must be sealed and super scribed and shall be sent as under:

Details to be men	Details to be mentioned exactly on sealed envelop		
<u>EoI Details</u>			
• Notice No.:			
• EoI for Selection of service			
provider for operating PBS in			
Trivandrum city			
• Last date of Submission: On or			
before			

The EOI must be sent strictly by Postal Speed Post or Registered Post AD or physical in-person submission only so as to reach on or before 24/12/2021 before 15: 00 hrs. **Proposal received** in any other manner or mode (like courier, in person, etc.) will not be considered. AMC won't be responsible for postal delays.

EMC will not accept submission of a proposal in any manner other than that specified in the EOI document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.

If the envelopes are not sealed and marked as instructed above, the EMC assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.

Pre-qualification and technical proposal should be signed by an authorized person of the bidder. The pre-qualification proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorised signatory to sign/act/execute documents binding the bidder organisation to the terms and conditions detailed in this proposal.

Proposals must be direct, concise, and complete. EMC will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this EOI. The Director, EMC reserves the right to accept or reject any or all the proposals without assigning any reason.

## 8.8 Late proposal of EoI

EOI not reaching on or before the specified time limit will not be accepted.

## 8.9 Language of EOI

The responses prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and EMC, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### 8.10 EoI submission Format

The entire proposal shall be strictly as per the format specified in this Expression of Interest. Bids with deviation from this format shall be liable for rejection.

#### 8.11 Acceptance of Terms and Conditions

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

## 8.12 Checklist of documents to be submitted for EoI response

Following list is provided as the guideline for submitting various important documents along with the bid.

- Cover Letter
- Certificate of Registration/Certificate of Incorporation
- Copy of Work Order/Work Completion Certificate & Self Declaration of transit services
- Declaration regarding blacklisting in the given format
- Permit ApplicationForm
- System Description and Plan
- PBS station recommendation
- Signed & Stamped EoI document along with Addenda & Corrigendum if any
- Any other document necessary for the bid proposal

Bidders shall furnish the required information on proposals in the enclosed formats only. Any deviations in format may make the EOI liable for rejection.

In addition, service provider will submit two bike prototypes of each type of fleet to be used under this program for inspection by EMC (submit either with submission of EoI response or within 7 days post submission of EOI response).

#### 8.13 Rights in respect of contract/license agreement

EMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AMCs' action.

#### 8.14 Points to be covered in presentation

The interested agency will have to make and submit a presentation on the following lines:

- 1) Brief about the company, consortium partner and their past projects in the Transit related services.
- 2) Size and type of fleet at launch, including any planned fleet expansions during the permit period
- 3) Specification of Fleet type as per the safety standards and norms
- 4) Summary of recommended Station Locations and count of fleet (type wise) to be distributed across recommended PBS stations.
- 5) Description of pricing structure, fare rates to be made applicable for riders including subscription fees/ membership fee/security deposit etc.
- 6) Daily, Weekly, Monthly, Half-yearly and Yearly plans for system maintenance, cleaning and repairs of fleet and any other PBS infrastructure components put in place by the operator.
- 7) Strategy and plan to address customer grievances specify with timeframe.
- 8) Marketing and targeted community outreach plan (including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual (Gujarati and English) communications plan, and an equitable bike share implementation plan, to promote the use of the PBS system citywide.
- 9) Yearly strategy for educating users on proper bike usage, parking and other safety measures and etiquettes.

The date of formal presentation to the Committee will be communicated to all responding agencies at a later date after submission of EOI responses.

## 9. Annexure

#### 10.1 EoI cover letter

(To be submitted on service providers letterhead duly signed by Authorized signatory)

Date: DD/MM/YYYY

To Director EMC

**Sub :** "Selection of service providers for operating 'Public Bike Share' system in Trivandrum City"

**Ref** : EMC's EoI no.

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and out lines in the EOI for the **"Selection of service providers for operating 'Public Bike Share' system in Trivandrum City"** 

We attach hereto our responses to pre-qualification requirements and technical proposals as required by the EOI. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to EMC, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process and legal action.

We agree for unconditional acceptance of all the terms and conditions set out in the EOI document and also agree to abide by this EOI response.

We agree that you are not bound to accept any EOI response you may receive. We also agree that you reserve the right in absolute sense to rejectall or any of the products/ services specified in the EOI response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Autho	orized Signatory (with official seal)
Name	:
Designation	:
Address	:
Telephone & Fax	:
E-mail address	:

## 10.2 Format of Application Form

Public Bicycle Sharing, Trivandrum							
		Р	ermit	form			
Application Type	:						
□ New							
□ Renewal							
Applicant Inform	ation <sup>4</sup>						
NameoftheA	gencyAp	plying for P	BS				
permit*			П				
Type of Firm(1	Proprieta	ry/Private					
Ltd/etc.)*							
RegistrationN	Number o	fAgency*					
RegisteredAd							
Authorised Co	ontact Pe	erson and					
Designation*							
Aadhar Numb		portNumbe	rof				
Contact Perso							
AgencyConta							
Agency Contact Number (mobile)							
Website Email Addres	s for Con	nmunicatio	n				
Linan Addres	5101 COL	imumcatio	/11				
Details of the Pro	Details of the Proposal						
	•						
Period of DD/MM/YYYY-DD/MM/YYYY							
Operations							
				Year	3rd Y	'ear	Total
Expected	0-6	7-12	13-18	19-24	25-30	31- 36	
count of fleet	months	months	months	months	months	months	
deployment							

<sup>&</sup>lt;sup>4</sup> Application Information of consortium partner (if any) to be provided separately along with this form.

Bicycle –	
Geared	
Bicycle –	
Pedal Assist	
E-	
Bike/scooter	
Total Fleet	
Planned	
hours of	
operation	
Indicative	Non-Geared Pedal Assist
fare	
structure &	
subscription	
for Bicycles	
Indicative	
fare	
structure &	
subscription	
for E-bike	

# 10.3 Format for declaration by the operator for not being blacklisted/debarred

(To be submitted on a 100-rupee stamp paper)

Date: DD/MM/YYYY

To Director Energymanagementcentre

Sub : "Selection of	of service providers for operating 'Public Bike Share' system in
Trivandrum City <sup>2</sup>	"
Dear Sir,	
I/We, the undersigne	ed, herewith declare that my/our company( $\leftarrow$ name of the firm )
Has not been debarre	ed / black-listed by Central / any State Government department in India as on the
date of submission of	the EOI.
Thanking you,	
	Yours faithfully,
Signature of Authoriz	zed Signatory (with official seal) Date :
Name	:
Designation	:
Address	:
Telephone & Fax	:
E-mail address	: