



Tender No. 107

Bhopal Smart City Development Corporation Limited (BSCDCL)

REQUEST FOR PROPOSAL

For

Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

Volume 1 – Terms of Reference, Instructions to the Bidder and Draft Master Service Agreement

Invited by

Bhopal Smart City Development Corporation Limited (BSCDCL)

Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal,
Madhya Pradesh 462023

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Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Bhopal Smart City Development Corporation Limited (henceforth referred to as “**BSCDCL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCDCL in relation to this scope. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, BSCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this RFP document to the Bidder is 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 requirements and should not be regarded as a complete or authoritative statement of law. BSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

BSCDCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

BSCDCL 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. BSCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that BSCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and BSCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSCDCL or any other costs incurred in connection with or relating to its Bid. All such

costs and expenses will remain with the Bidder and BSCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Glossary

Abbreviations and Acronyms	Description
BEC	Bidders Evaluation Committee
BG	Bank Guarantee
BMC	Bhopal Municipal Corporation
BOM	Bill of Material
BoQ	Bill of Quantity
BSCDCL	Bhopal Smart City Development Corporation Limited
CCTV	Closed circuit Television
CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
ESI	Employee State insurance
FRS	Functional requirement Specification
GIS	Geographical Information Systems
HLD	High Level Design
ICT	Information and Communication Technology
INR	Indian Rupee
IT	Information Technology
LED	Light Emitting Diode
LLD	Low Level Design
LoI	Letter of Intent
MLCP	Multi-level Car Parking
O&M	Operation and maintenance
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PF	Provident Fund

RFP	Request for Proposal
RoW	Right of Way
SLA	Service Level Agreement
TQ	Technical Qualification
UAT	User Acceptance test

Definitions

1. **“Acceptance of System”** The system shall be deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Authority as mentioned in the RFP Volume II.
2. **“Applicable Law(s)”** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **“Authority”** means the Bhopal Smart City Development Corporation Limited. The project shall be executed in Bhopal and shall be owned by Bhopal Smart City Development Corporation Limited.
4. **“Bidder”** shall mean organization/consortium submitting the proposal in response to this RFP.
5. **“Concessionaire”**- Organization (Lead bidder in case of consortium) to be appointed by BSCDCL for implementation and maintenance of Smart parking. The agency shall carry out all the services mentioned in the scope of work of this RFP.
6. **“Concessionaire’s Team”** means Concessionaire along with all of its Consortium Members (if any), who have to provide Goods and Services to BSCDCL under the scope of this Agreement. This definition shall also include any and/or all of the employees of the MSI, Consortium Members, authorized partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the Implementation Partner for the purposes of this Agreement.
7. **“Contract”** means the Contract entered into by the parties with the entire documentation specified in the RFP.
8. **“Contract Value”** means the price payable to concessionaire under this Contract for the full and proper performance of its contractual obligations.
9. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.

10. **“Data Centre Site”** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this contract.
11. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
12. **“Effective Date”** means the date of commencement of Work, executed by the parties hereto.
13. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which concessionaire is required to supply, install and maintain under the contract.
14. **“Integrated Command and Control Centre” OR “ICCC”** means the centre from where BSCDCL/BMC would have a centralised command and monitor of smart parking.
15. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
16. **“Go- Live”** means installation, testing, commissioning of project, and commencement of all smart parking components, including training as per scope of work mentioned in RFP. Bidder should have the approval from Authority for user acceptance testing.
17. **“Notice”** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
18. **“OEM”** means the **Original Equipment Manufacturer of any equipment/system/software/product** which are providing such goods to the Authority under the scope of this RFP.
19. **“Consortium”** means the entity named in the contract for any part of the work which has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
20. **“Sub-Contractor”** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
21. **“Services”** means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.
22. **“Server Room”** or **“Data Center”** shall have the same meaning

1. Notice Inviting Bid

RFP for “SELECTION OF CONCESSIONAIRE FOR DESIGN, DEVELOPMENT, IMPLEMENTATION, OPERATION AND MAINTENANCE OF SMART PARKING SOLUTION FOR THREE MULTILEVEL PARKING SITES FOR BHOPAL SMART CITY ON PPP MODEL”.

The Bhopal Smart City Development Corporation Limited represented by CEO now invites bids from eligible System Integrators for this project.

The complete BID document (Tender Document) can be viewed / downloaded from the department account of Bhopal Smart City Development Corporation Limited on e-procurement portal <https://www.mptenders.gov.in>

Bid must be submitted online at <https://www.mptenders.gov.in>. by 20-01-2020 17:30 along with hardcopy submission as per instructions of RFP. Bids received online shall be opened on 21-01-2020 (at 17:30 hours IST). Bid through any other mode shall not be entertained.

Please note that the BSCDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Chief Executive Officer

Bhopal Smart City Development Corporation

Zone -14, Bhopal Municipal Corporation, BHEL. Govindpura, Bhopal –462023

2. Fact Sheet

S. No	Particulars	Details
1.	Name of Client	Bhopal Smart City Development Corporation Limited (BSCDCL)
2.	Name of the Engagement	Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model
3.	Availability of the document	RFP is available and downloadable on MP e-procurement portal: (https://www.mptenders.gov.in) All subsequent changes to the RFP shall be published on the above mentioned website.
4.	Start date for Purchase of RFP	<24-12-2019 > at <17:30 hrs>
5.	Last date for Purchase of RFP	<24-01-2020 > at <23:30 hrs>
6.	Cost of RFP Document	INR 50000 to be paid online through e-Procurement portal
7.	Sharing of pre-bid queries	Pre bid queries to be shared at bscdcl@smartbhopal.city by
8.	Pre-Bid Meeting	04-01-2020 hours to be held at 15:00
9.	Earnest Money Deposit (EMD)	INR 10 Lacs to be paid online through e-Procurement portal. Scan copy of the receipt should be uploaded with Technical Document. (Please note that no exemption for EMD will be accepted)
10.	Last date of bid submission of Proposal Online	Online at https://mptenders.gov.in - <24-01-2020 > at <23:30 hrs>
11.	Last date of hardcopy submission	<25-01-2020 > at <12:00 hrs>
12.	Date and Time of opening of Prequalification Proposal and Technical Proposal	<27-01-2020 > at <14:00 hrs>
13.	Presentation on technical solution by bidders	To be intimated to the successful bidder
14.	Date of opening of Financial proposal	To be intimated to the successful bidder
15.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact BSCDCL through email by sending the queries at bscdcl@smartbhopal.city
16.	Address for Communication	Chief Executive Officer Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023 Phone: 0755- 2477770

3. Introduction and Background

3.1. About BSCDCL and BMC

Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). In this context, Bhopal has incorporated a special purpose vehicle (SPV) – Bhopal Smart City Development Corporation Limited (BSCDCL) (the “Authority”) to plan, design, implement, coordinate and monitor the smart city projects in Bhopal. BSCDCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Madhya Pradesh Urban Development Company Limited (MPUDCL) on behalf of Government of Madhya Pradesh (GoMP) and Bhopal Municipal Corporation (BMC).

3.2. About the project

One of the primary objective of Bhopal Smart City Development Corporation Limited (BSCDCL) is to develop Smart Parking. Smart parking can be defined broadly as the use of advanced technologies to help motorists locate, reserve, and pay for parking.

BSCDCL is considering the appointment of an agency under the Smart City mission which will include, implementation of Smart Parking technology solutions, to provide information on the availability of parking slots in real time, Monitoring of entry and exit, Card based and other payment options, Mobile App based parking guidance system etc.

3.3. Project objectives

BSCDCL hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Multilevel Parking Spaces under BCSCL's jurisdiction.

As a concessioner, the selected bidder will be required to Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for 3 MLCP facilities (as defined in Annexure II of this volume) on PPP model for the concession period of 6 months (Implementation Period of Smart Parking Components) + 5 years (Operation and Maintenance, extendable up to 3 years based in the performance). Please be noted that concessionaire would be provided relaxation in terms of implementation timeline in development of advertisement spaces, if required and Go-Live live of Smart Parking Component would be considered as Project Go-Live. However, Concessionaire would be required to present updated project implementation timelines and get approval from BSCDCL in the case of relaxation. Broadly the scope as concessioner will includes following works:

- (i) To provide and install necessary hardware and software for parking management and guidance system for 3 Nos MLCP Facilities.
- (ii) To provide and install necessary LED signage's for guidance to public regarding availability of Parking spaces and other necessary information's.

- (iii) Integrate with Integrated Command & Control Centre including setting up of Hosting infrastructure like server, storage at one of the MLCP Facility with appropriate hardware and software for viewing, analysing, storing and retrieval of the data and monitoring and managing of Smart Parking.
- (iv) Citizen mobile App for parking services like guidance, fee information etc. and integrate the Mobile app with Bhopal Plus city Application by BSCDCL and Integrated Command & Control Center Project
- (v) Integrate the payment system with the Upcoming Smart card and smart payment of Bhopal smart city.
- (vi) To do marking of parking facility, if required and maintain the same.
- (vii) Operation and maintenance of all hardware and software installed for this project throughout concessionaire period.
- (viii) Successful operation and management of Lifts in the facilities and associated services.
- (ix) Provide concession to the students, senior citizens or other users in their monthly parking passes as timely instructed by BSCDCL. The revenue loss due to concession in monthly parking passes would be adjusted at the time of fixed upfront fee payment in the subsequent years with BSCDCL.
- (x) To manage and collect revenue as per tariff fixed by BSCDCL for all the parking lots defined in this RFP. Modification on the tariff rates are entirely based on the BSCDCL and City/State level development/management authority's discretion based on the adequate justification provided by implementation agency.
- (xi) To install the advertisement board inside and outside the facility and collect revenue for the usage to suffice the operational and capital expenses of the Smart Parking Facility.
- (xii) To operate and maintain the recurring expenses like security, manpower, electricity, water supply at the facilities which are essential for the operations of the facility.
- (xiii) To Pay BSCDCL, yearly fixed upfront fee as quoted in the price bid. This fee shall be paid by the concessionaire to BSCDCL before Go-Live for the first year. From the second year onwards to fifth year i.e. the project duration, 5% year on year increment on the quote price would be paid by the bidder to BSCDCL.
- (xiv) Minimum Yearly Guaranteed concession expected by BSCDCL has been given in Annexure III. Bidder would be expected to quote higher amount than the Minimum Yearly Guaranteed concession amount in their price bid to be the H1 bidder as defined in section 5.25 of this RFP.
- (xv) The Minimum Yearly Guaranteed concession amount mentioned in Annexure III is inclusive of taxes. The price quoted by bidder in price bid should be inclusive of taxes. The amount paid by concessionaire to BSCDCL shall be inclusive of taxes as application prevailing at that time.

The main objective of the Bhopal Smart Parking project is future-proofing the city with a system that redirects travelers simply and effectively. Some of the key objectives of the Bhopal Smart Parking project are as follows:

1. To enable relatively accurate information on the availability of parking slots in real time through monitoring the entry and exit of each vehicle in each parking lot.

2. To enable Mobile App based parking guidance system and direct drivers to the available parking slots.
3. Help traffic in city flow more freely leveraging IoT technology (communication of data and information over internet to parking servers for further computation, enabling the variable messaging boards or parking mobile apps to fetch such data and show accurate information on parking availability in various lots).
4. To enable users to pay on the spot or reserve parking spots through the Mobile app or online portal.
5. Enables intelligent decision using data, including real time status applications and historical analytics reports

The detailed scope of work is provided in volume 2 of this RFP document.

4. Pre-Qualification Criteria

The Pre-Qualification Criteria for the selection of the vendor or consortium are given below. In case of Consortium, please refer the section 6.6

#	Eligibility Criteria	Document Proof
1.	The Sole Bidder or Prime Bidder (in case of consortium) should be registered under the Companies Act 1956/2013 /Partnership Firm /MSME and should be in operation in India for a period of at least 5 years as on publication of bid	Copy of <ol style="list-style-type: none"> 1. Certification of incorporation 2. PAN card 3. GST registration 4. Copy of the consortium agreement (if applicable)
2.	Sole Bidder/Prime Bidder (in case of consortium) should have average Annual turnover of at least Rs. 3 Crores from implementation and operations of ICT enabled parking solutions / Parking management in last three financial years (ending 31 st March 2019) OR Sole Bidder/Prime Bidder (in case of consortium) should have average Annual turnover of at least Rs. 4 Crores from IT/Infrastructure in last three financial years (ending 31 st March 2019) Note: ICT enabled parking solutions / Parking management is defined as managing parking lots using IT	<ol style="list-style-type: none"> 1. Copy of audited financial statements. Provision figures for FY2019 is acceptable in case of non-availability of relevant document. 1. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years

	components comprising of at least Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile App.	
3.	The bidder (each of the consortium members, in case of consortium) should have a positive net worth , as on Financial year ending 31 March 2019.	Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm
4.	<p>The Bidder (or any member of consortium) should have experience of implementing following scope in last 5 years (as on date of RFP publication)</p> <p>1) Experience in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.</p> <p>Note: ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of at least Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile App.</p>	<p>Citation + Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/Self certificate signed by at least 2 members from board of directors)</p> <p>Note:</p> <ol style="list-style-type: none"> At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date. <p>However the ongoing project will be considered if the work order and certification of 60% receipt of fee from the Chartered Accountant/ Statutory Auditor is provided.</p> <ol style="list-style-type: none"> In case of self certification, the certificate should clearly mention the project name, client name, duration, value and scope. The self certification should be signed by at least 2 members from board of directors.
5.	The Bidder including consortium member (if any) should not have been blacklisted by Central Government / Any State Government in India as on the date of bid submission.	Self-declaration (as per the format) by the Bidder (All the members of the Consortium individually, in case the Bidder is a consortium) duly signed by the authorized signatory.
6.	<p>The sole bidder OR the Prime bidder and each of the member of the Consortium must possess at the time of bidding, a valid</p> <p>a. ISO 9001:2008</p>	Copy of valid certificate

Note

1. All statutory compliances like Labor License, Professional Tax registration etc. to be submitted by the bidder as mandatory documents.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by BSCDCL.
6. Joint Venture of two parties as sole/prime bidder is allowed.
7. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
 - 7.1. a 'holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and
 - 7.2. a 'subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - 7.3. a 'sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - 7.4. In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister concern company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure I, 10.3 of this Volume) between the bidder and its parent / subsidiary/Sister Concern company for fulfilling the obligation and deployment during implementation phase for the component for which the experience being used and (ii) Guarantee (as per format enclosed at Annexure I, 10.4 of this Volume) from the parent/ subsidiary/sister concern company in favor of BSCDCL.

5. Instructions to Bidder

5.1. Purpose of Bid Document

1. The purpose of this RFP is Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for MLCP Facilities in BMC area on PPP model. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Prime Bidder") in response to this invitation. The term "Bidder" means the Sole Firm or the Prime Bidder, as the case may be.
3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this RFP document.
4. The bidder shall be required to submit their bid in three parts –Pre-Qualification, Technical Bid and Commercial Bid (in line with instructions in Section 7.11).

5.2. Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BSCDCL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This Bid Document does not commit BSCDCL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of BSCDCL and may be returned at its sole discretion.

5.3. Pre-Bid Queries

1. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before 03-01-2020 23:30 Email Id for submission of queries: bscdcl@smartbhopal.city
2. The queries should necessarily be submitted in the following format in **spreadsheet and PDF**:

Request for Clarification

Name and Address of the Organization			
Name and Position of Person			
Contact Details of the Organization / Authorized Representative			
Tel:			
Mobile:			
Fax:			
Email:			
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			

3. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the: <https://www.mptenders.gov.in>

5.4. Amendment of RFP Document

1. At any time before the deadline for submission of bids, the BSCDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
2. The bidders are advised to visit the, www.mptenders.gov.in. on regular basis for checking necessary updates. BSCDCL also reserves the rights to amend the dates mentioned in this RFP for bid process.
2. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the BSCDCL may, at its discretion, extend the last date for the receipt of Bids.

5.5. Conflict of Interest

The Concessionaire shall disclose to BSCDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Concessionaire or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Concessionaire shall hold BSCDCL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments

5.6. Consortium Condition

1. The number of consortium members cannot exceed Two, including the Prime Bidder.
2. A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
3. Consortium members must provide consortium agreement covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
4. A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Agreement and Power of Attorney signed by all the members on a stamp paper of appropriate value as per government norms.
5. Please refer to format of consortium agreement in Section 7.

5.7. Subcontracting

1. Bidder is allowed to subcontract the operations of Smart Parking facility and Advertisement boards for the contract period. However, BSCDCL would own the entire facility and its infrastructure in any condition whatsoever.
2. Before getting into subcontracting agreement post receiving of the LOI, with subcontractor for the operation of Smart Parking and Advertisement for the contract period, the bidder would duly inform the authority with the details of the entity (firm). BSCDCL will duly verify the firm before providing permission to bidder for the subcontracting. During the contract period, Authority could ask the bidder to replace the subcontractor without stating any reason and bidder has to replace the subcontractor within 2 weeks.

5.8. BSCDCL s rights to terminate the selection process

1. BSCDCL may terminate the RFP process at any time and without assigning any reason. BSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by BSCDCL.
3. The bidder's participation in this process may result in BSCDCL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the BSCDCL to execute a contract or to continue negotiations. BSCDCL may terminate negotiations at any time without assigning any reason.

5.9. Right to reject any proposal

1. Notwithstanding anything contained in this RFP, BSCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy.
- vii. Bidder submitting more than one bid.
- viii. Bidders submitting more than one make or model for any item.

Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this Tender ;
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

Technical rejection criteria

- i. Technical Bid containing commercial details;
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- iv. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;

- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

Commercial Rejection Criteria

- i. Incomplete price Bid;
 - ii. Price Bids that do not conform to the Tender's price bid format;
3. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then BSCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of BSCDCL, including annulment of the Selection Process.

5.10. Bid Fee and Earnest Money Deposit (EMD) and amount

1. The bidder should pay non-refundable Bid Fee of Rs. 50000/- (Rupees Fifty Thousand only) online at <https://www.mptenders.gov.in> . The soft copy of the receipt is to be uploaded in <https://www.mptenders.gov.in> and original copy has to be submitted to BSCDCL before last date and time of bid submission.
2. The bidder should also pay EMD of Rs. 10 lacs (Rupees Ten Lacs only) online at <https://www.mptenders.gov.in> with validity of 60 days beyond the original validity period for the bid. The soft copy is to be uploaded in <https://www.mptenders.gov.in> and original copy has to be submitted to BSCDCL before last date and time of bid submission.
3. No interest will be payable by the BSCDCL on the Earnest Money Deposit.
4. In case bid is submitted without EMD or Bid fees as mentioned above then BSCDCL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
7. The decision of BSCDCL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
8. The EMD may be forfeited:

- If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process, if any information found wrong / manipulated / hidden in the bid.

5.11. Submission of Bids

Submission of the Tender is online and must be through e-Procurement site <https://www.mptenders.gov.in> website of Madhya Pradesh.

The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer.

The original Earnest Money Deposit has to be submitted to BSCDCL on before Last date and time for bid submission.

5.12. Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and BSCDCL, shall be written in English language, provided that 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.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
3. For International project if the original client certificate and other documents are in language other than English than a translated copy duly verified by Indian embassy shall be submit with bid document

5.13. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to BSCDCL, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like GST, customs duty, excise duty, sales tax, etc. BSCDCL will not take responsibility towards this. However, BSCDCL may provide necessary assistance, wherever possible, in this regard.

5.14. Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the “Proposal Validity Period”). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 6.10 in all respects.

5.15. Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable to the BSCDCL under the resultant Agreement.

Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. BSCDCL reserves right to negotiate the bid as per CVC guidelines, effective at the time of negotiations.

5.16. Right to vary the scope of the work at the time of award

BSCDCL reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the successful bidders’ performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the successful bidders’ receipt of the BSCDCL change order.

5.17. Modification or Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify BSCDCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
2. The notice of withdrawal shall:
 - Be addressed to BSCDCL at the address named in the bid Data Sheet,
 - Bear the Contract name, the <Title> and < bid No.>, and the words “bid Withdrawal Notice.”
3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

5.18. Evaluation Process

1. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by BSCDCL, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
2. BSCDCL will appoint a Bidder's Evaluation Committee (BEC) to scrutinize and evaluate the pre-qualification of bidders, technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, response and whether the Bid format conforms to the Bid Document requirements. BSCDCL may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to BSCDCL.
3. The technical bid of only those bidders (or consortia) shall be opened which meet all the criteria of the pre-qualification criteria mentioned in Section 6 as per format provided in Section 10 below.
4. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

5.19. Opening of Technical Bid

1. BSCDCL shall open the Technical Proposals, of bidders qualifying the pre-qualification criteria, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 2.
2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of Demand Drafts for EMD and Bid Submission fees shall be considered further.

5.20. Evaluation of Technical Bids

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

Stage 1: Pre-Qualification

- a. Authority shall validate the RFP Document fee & Bid Security/Earnest Money Deposit (EMD).
- b. If the RFP Document fee & Bid Security/Earnest Money Deposit (EMD) are as per requirements, Authority shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in Section 4 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

- c. Technical bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for unsuccessful bidder within one month after PBG is submitted by successful bidder.

Stage 2: Technical Evaluation

- a. “Technical bid” will be evaluated only for the bidders who succeed in Stage 1 i.e. Prequalification Criteria.
- b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 5.23
- d. Bidders may be asked to give present the envisaged solution to Authority.
- e. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 70% in Technical Evaluation** will qualify for Commercial Evaluation stage.

5.21. Technical Presentation

The Bidder has to give a technical presentation to the Technical Committee of the client. Bidder to make a presentation on their Technical proposal highlighting

- Understanding of the scope.
- Approach and methodology for implementation and operations.
- Value Propositions/value additions.
- Core team.

5.22. Technical Evaluation Criteria

Technical Evaluation of the bids would be carried out on four criteria as given below:

1. Bidder's Competence (43%)
2. Proposed team and Project Governance Strategy (25%)
3. Approach and Methodology and Presentation and Demonstration (32%)

#	Criteria	Marking details	Max marks	Required eligible document
1	Bidder's Competence		43	
A	<p>Sole Bidder/Prime Bidder (in case of consortium) should have Average Annual turnover of at least Rs. 3 Crores from implementation and operations of ICT enabled parking solutions / Parking management in last three financial years (ending 31 March 2019)</p> <p>OR</p> <p>Sole Bidder/Prime Bidder (in case of consortium) should have Annual turnover of at least Rs. 4 Crores from IT/Infrastructure in last three financial years (ending 31 March 2019)</p> <p>Note: ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of atleast Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile</p>	<p>Sole Bidder/Prime Bidder (in case of consortium) should have Average Annual turnover of at least Rs. 3 Crores from implementation and operations of ICT enabled parking solutions / Parking management in last three financial years (ending 31 March 2019)</p> <p>3 Crore= 10 Marks Additional 1 Mark for each additional turnover of 2 Crores</p> <p>OR</p> <p>Sole Bidder/Prime Bidder (in case of consortium) should have Annual turnover of at least Rs. 6 Crores from IT/Infrastructure in last three financial years (ending 31 March 2019)</p> <p>-4 Crore= 10 Marks Additional 1 Mark for each additional turnover of 2 Crores</p>	15	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor OR certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder

	App.			
B	<p>The Sole bidder or any of the consortium Partner should have experience of implementing following scope in last 5 years (as on date of RFP publication)</p> <p>1-Experience in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.</p> <p>Note: ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of atleast Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile App.</p>	<p>1 Project = 7 marks Additional 1 Mark for each additional similar project</p>	10	<p>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/ Self certificate signed by atleast 2 members from board of directors)</p> <p>Note:</p> <p>Atleast 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
C	<p>Experience of implementing ICT Parking solution in Government Sector and Private Sector (including private malls etc.)</p> <p>Assignment should be started or completed in last 5 years from the submission of the bid. Value of project should be at least of INR 5 crores.</p>	<p>1 Project in Government Sector = 4 marks</p> <p>1 Project in Private Sector (including private malls etc.) = 4 marks</p>	8	<p>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/ Self certificate signed by at least 2 members from board of directors)</p> <p>Note:</p> <p>At least 60% of the implementation of assignment should have been completed as on the Proposal</p>

				<p>Due Date.</p> <p>However the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
E	<p>Implementation and operation of Mobile Application for parking or Implementation/operations of Centralized Parking command Centre/ Operation Centre with Visual displays etc.</p>	<p>1 Project – 5 marks Less than 1 – 0 marks</p>	5	<p>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/ Self certificate signed by at least 2 members from board of directors)</p> <p>Note:</p> <p>At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
F	<p>Experience of Advertisement Management</p>	<p>1 Project – 5 marks Less than 1 – 0 marks</p>	5	<p>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract /Self certificate</p>

				<p>signed by at least 2 members from board of directors</p> <p>Note:</p> <p>At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
2	Proposed team and Project Governance Strategy		25	
A	Project Team and Governance Structure		5	
B	Project Manager/ Technical Manager	<ul style="list-style-type: none"> • Educational Qualification- BE/B-Tech/MBA/MCA =2 Marks • Additional certification= 1 Mark • Total Experience <ul style="list-style-type: none"> ○ >= 8 Years= 1 Mark ○ >=10 Years=2 Marks • Experience in implementing automated parking solutions / Parking management Project 	10	As per format TQ_7: CVs of the Key Manpower proposed

		<ul style="list-style-type: none"> ○ Each Project= 1 Mark 		
C	Smart Parking Expert	<ul style="list-style-type: none"> • Educational Qualification- BE/B-Tech/MBA/MCA =1 Mark • Total Experience <ul style="list-style-type: none"> ○ >= 6 Years= 1 Mark ○ >=8 Years=2 Marks • Experience in implementation or Operations of ICT based parking solutions / Parking management Project as parking Expert <ul style="list-style-type: none"> ○ Each Project= 1 Mark 	5	As per format TQ_7: CVs of the Key Manpower proposed
D	IT Infrastructure Expert	<ul style="list-style-type: none"> • Educational Qualification- BE/B-Tech/ MCA-1 Mark • Total Experience <ul style="list-style-type: none"> ○ >= 6 Years= 1 Mark ○ >=8 Years=2 Marks • Experience in implementing automated parking solutions / Parking management Project as IT Infrastructure expert <ul style="list-style-type: none"> ○ Each Project= 1 Mark 	5	As per format TQ_7: CVs of the Key Manpower proposed

3	Approach and Methodology		32											
A	Approach and Methodology	Some of the parameters to be evaluated shall include:	25	A comprehensive note to be provided in the proposal										
		<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1. Understanding of the project</td> <td>3</td> </tr> <tr> <td>2. Approach for integration with smart card, city command and control centre and central city app.</td> <td>3</td> </tr> <tr> <td>3. Strategy to ensure implementation of project within stipulated timelines & Identification of major risks and their mitigation plan</td> <td>3</td> </tr> <tr> <td>4. Approach towards the scalability, Interoperability and modularity features of the project considering future expansion and growth</td> <td>3</td> </tr> </tbody> </table>	Parameter	Marks	1. Understanding of the project	3	2. Approach for integration with smart card, city command and control centre and central city app.	3	3. Strategy to ensure implementation of project within stipulated timelines & Identification of major risks and their mitigation plan	3	4. Approach towards the scalability, Interoperability and modularity features of the project considering future expansion and growth	3		
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		of vehicular population as well as new applications or systems that may be envisaged or developed in future.		
		5. Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment	3	
		6. Detailed approach and methodology for project execution	3	
		7. Approach for Grievance redressal mechanism	2	
B	Technical Presentation	Bidder to make a presentation on their Technical proposal highlighting <ul style="list-style-type: none"> Understanding of 	7	It will be conducted based on the schedule mentioned in this RFP and detail mentioned in

		<p>the scope.</p> <ul style="list-style-type: none"> • Approach and methodology for implementation and operations. • Value Propositions/value additions. • Core team. • Case studies to demonstrate the successful implementation. 		section 5.22
	Total		100	

Note:

1. In case of self certification, the certificate should clearly mention the project name, client name, duration, value and scope. The self certification should be signed by at least 2 members from board of directors of the Prime bidder/consortium partner whose experience is being submitted.
2. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
 - a ‘holding company’, in relation to one or more other companies, means a company of which such companies are subsidiary companies; and
 - a ‘subsidiary company’ in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - a ‘sister concern’ in relation to Bidder Company, means a company whose holding company is same as bidder’s holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister concern company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure I , 10.3 of this Volume) between the bidder and its parent / subsidiary/Sister Concern company for fulfilling the obligation and deployment during implementation phase for the component for which the experience being used and (ii) Guarantee (as per format enclosed at Annexure I, 10.4 of this Volume) from the parent/ subsidiary/sister concern company in favor of BSCDCL.

5.23. Opening of Commercial Bid

1. The Commercial bids shall not be opened by BSCDCL until the evaluation of the Technical Proposals has been completed.
2. BSCDCL will open the Commercial Bids of those Bidders who have achieved **minimum score of 70 out of 100 marks in technical evaluation**
3. BSCDCL will open the Commercial Bids in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by BSCDCL.
4. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.
5. BSCDCL reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 7 days of date of letter requesting for such additional information and/or clarification from BSCDCL, their bids will be evaluated based on the information furnished along with the bid proposal.

5.24. Evaluation of Commercial Bids and Selection Method

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- a. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- b. Commercial bids that are not as per the format provided in Section 9 shall be liable for rejection.
- c. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately. In case of any confusion, the value mentioned in words shall be prevailing to the value mentioned in digits in the price bid.
- d. The Bidder with highest bid value shall be declared as the H1 Bidder. The bidder with second highest quote shall be declared as the H2 Bidder and so on.

5.25. Insurance

The bidder will be required to undertake the insurance for all components which has been supplied under this RFP.

5.26. OEM / Implementation Partner Participation Criteria

1. The bidder will be required to submit a manufacturer's authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
2. Bidders are required to specify **only one make and model of each item** and provide the details in the Technical bid.
3. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.
4. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chief Executive Officer, BSCDCL, for further penal action including blacklisting.
5. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/ establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
6. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment. It would also include fortification of PBG submitted by the concessionaire.

5.27. Rights to Accept/Reject any or all Proposals

BSCDCL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, 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 BSCDCL's action.

5.28. Notifications of Award and Signing of Contract

1. BSCDCL will invite the successful bidder for negotiation of the bid.
2. After negotiation round, prior to the expiration of the period of proposal validity, the successful bidder will be notified in writing or by fax or email that its proposal has been accepted by issuance of Letter of Intent (LoI).
3. Successful bidder shall submit acceptance to the LoI within 7 days of issuance of LoI and submit PBG within 15 days of issuance of LoI.

4. BSCDCL shall facilitate signing of the contract within the period of 15 days from the submission of PBG. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of signing of contract. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of signing of contract.
5. The notification of award (LoI/PBG/Acceptance to LoI), RFP and all subsequent corrigendum will constitute the formation of the Contract. Upon the Bidder's executing the contract with BSCDCL, it will promptly notify each unsuccessful bidder and return their EMDs.
6. At the time BSCDCL notifies the successful Bidder that its bid has been accepted, BSCDCL will send the successful bidder the Performa for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to BSCDCL. Draft Format of the contract is given in the Annexure, Section 12.3

5.29. Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 15 days of issuance of LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs 40 lacs (Rs Forty Lacs) from scheduled banks as per the format (section 12.1) given in this Bid Document, in favor of Bhopal Smart City Development Corporation Limited (BSCDCL) for the due performance and fulfilment of the contract by the bidder.
2. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period ("Validity Period").
3. The Performance Bank Guarantee letter format can be found in the Annexure, section 12.1 of this document.
4. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
5. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
6. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

7. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.30. Governing Law

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

5.31. Failure to agree with the Terms & Conditions of the Bid Document/ Contract

Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in such an event the authority reserves the right to:

- Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
- Call for fresh Bids from the remaining Bidders;

OR

- Take any such measure as may be deemed fit in the sole discretion of the Authority, Including annulment of the Bidding Process.

5.32. Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure, 12.3 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

5.33. Fraud and Corrupt Practices

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, client defines, for the purpose of this provision, the terms set forth as follows:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority in contract executions.

"Fraudulent practice" means a misrepresentation of facts, in order to influence a process or the execution of a contract, to the Authority, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.

"Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the Authority in Vol 2 of the RFP.

"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the Bidder/Concessionaire has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for BSCDCL for termination of the contract and initiate black-listing.

6. Payment Schedule and Milestones

6.1. Payment Terms for concessionaire

- The bidder would be expected to pay the fixed upfront yearly concession at the starting of each operational year un-till the end of concession period.
- Bidder would be expected to quote value as "Fixed Yearly Concession Fee" higher than the Minimum Yearly Guaranteed Concession to be the H1 bidder. Please refer to Annexure III – Minimum Yearly Guaranteed Concession "Column E" of the table given in Annexure III.
- The applicant shall quote the 'Fixed Yearly Concession Fee' which will be provided to BSCDCL and in the prescribed format given at section 9.2.
- The Fixed Yearly Concession Fee would be incremented @5% year on year to be paid to BSCDCL for the said concession period.
- The paid Fixed Yearly Concession Fee would be considered as the revenue share of BSCDCL paid by the concessionaire for the respective year.
- Selected concessionaire is eligible to earn revenue inclusive of Parking Rental+ Advertisement Revenue earned during the respective operation year post Go-Live.
- Go-Live of the project shall be considered only post payment of Fixed Yearly Concession Fee for the first year by the concessionaire to BSCDCL.
- During the implementation period of 6 months until go live, all the revenue earned out of the MLCP facility would be the part of BSCDCL.

- Concessionaire would have to present a quarterly report with all transparency to BSCDCL regarding the status of the MLCP facility and the function of the components.
- BSCDCL shall have the liberty to independently audit the revenue collection any time during the concession period. If any irregularity is found, the same shall be treated as breach of this agreement and BSCDCL shall have all rights to take necessary action against the Concessionaire, or terminate/blacklist the bidder, if required.
- Parking Rates: Parking rates for the three multilevel parking facility mentioned in this RFP has been defined by BSCDCL. The CONCESSIONAIRE shall charge rates for parking as approved by BSCDCL/BMC from time to time. At any time during the project duration, if BSCDCL suggests any changes in the parking rental charges, then concessionaire would be liable to accept and make changes in the parking rental. However, if any loss of gross revenue occurs due to changes of parking rates, then that amount shall be adjusted from the Fixed Yearly Concession Fee share of BSCDCL during the subsequent year.
- Concessionaire has to ensure that all the service level agreements and instructions provided by BSCDCL should be adhered to. A breach in SLAs would lead to fines on the concessionaire, which would be expected to pay at the end of the respective operational year.
- In the event of implementation of Goods and Services Tax (GST), the service taxes as mentioned in above clause will be calculated based on the provisions of GST as applicable in Bhopal.

6.2. Yearly Parking Tariff proposed by BSCDCL for all three parking facilities:

Charges	Year 1	Year 2	Year 3	Year 4	Year 5
4W : 0-3 Hours	10	15	20	25	30
4W : 3-6 Hours	20	25	30	35	40
4W: 6-12 Hours	30	35	40	45	50
4W: 1 Week	240	240	250	250	260
4W: 12 Hours Monthly Pass	450	460	470	480	490
4W: 24 Hours Monthly Pass	900	925	950	975	1000
2W: 0-12 Hours	5	8	10	12	15
2W: 12-24 Hours	15	18	20	23	25
2W: 1 Week	120	125	130	135	140
2W: 12 Hours Monthly Pass	150	160	175	180	200
2W: 24 Hours Monthly Pass	300	325	350	375	400

- Note:
 1. Concessionaire will provide concession to students, senior citizens or other peoples based on the directions by BSCDCL in their monthly charges. The revenue loss due to concession would later be adjusted in the revenue to be shared with BSCDCL.
 2. Values mentioned in the Yearly Parking Tariff proposed by BSCDCL is inclusive of taxes. No other tax shall be levied by bidder to the end customer.

3. Any changes in service tax /other taxes as applicable after the implementation of the GST bill shall be added on prorata basis on the applicable tariff for all categories rounded off to the nearest rupee.

6.3. Project Implementation Milestones

- a) The Concessionaire shall implement the Project as per the milestones provided in the table below.

S. No.	Project Implementation Milestones	Timelines	Deliverables
1.	Team Mobilization and Site Survey and submission of final BoQ Submission and Approval	T+1 Months	Site survey Report
2.	Designing Document and SRS Submission and Approval	T+2 Months	<ul style="list-style-type: none"> SRS
3.	Installation of all the equipment's/ hardware for parking locations handed over to the Concessionaire including the advertisement board and rooftop restaurant. Based on the feasibility, relaxation in the development of rooftop restaurant could be provided to concessionaire.	T+4 Months	<ul style="list-style-type: none"> Final BoQ Installation and commissioning Report Test Cases
4.	Implementation of software module, Mobile app and integration with command & control central for parking locations handed over to the Concessionaire		
5.	FAT, UAT and Go Live Certificate from BSCDCL	T1=T+6 Months	<ul style="list-style-type: none"> UAT Report

T is effective date of contract

T1 is Date of Handover of Parking Lot

7. Formats for Pre-Qualification bid

7.1. Bid Cover Letter

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump,
BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Subject: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

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

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for on street and off street on PPP model for Bhopal Smart City. We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. 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 Bhopal Smart City Development Corporation Limited, 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 BSCDCL in its shortlisting 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 or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender 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 Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

7.2. Pre-Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD/Banker's Cheque of Rs. 50000/- as RFP Fee		
2.	EMD of Rs. 10 lacs /-		
3.	Bid Covering Letter		
4.	Power of attorney / board resolution to the authorized Signatory		
5.	Bidder Information (Form PQ 1)		
6.	Copy of Certificate of Incorporation		
7.	Details of Annual Turnover for last three financial years 2016-17, 2017-18, 2018-19 (Form PQ2 & 3)		
8.	Certificate from the statutory auditor/ CA towards positive net worth of the company. (Form PQ 4)		
9.	Details of the projects executed (Form PQ 5)		
10.	Declaration letter that the firm is not blacklisted (Form PQ 6)		
11.	Copy of GST registration		
12.	Power of Attorney for Prime Bidder of Consortium		
13.	Consortium Agreement with clear defining roles and responsibilities of each consortium partner		
14.	Independence form- Self Declaration that Bidder is not bidding separately under different names for the same contract.		
15.	Pre integrity Pact		
16.	Forms mentioned in 10.3 and 10.4 (if required)		

7.3. PQ_1: Bidder Information Format

<<To be printed on Prime bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Bidder information Format

Please find below the details of lead bidder and other consortium members for participation in "Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model" tender:

#	Particulars	Lead bidder (Consortium Member #1)	Consortium Member #2
1	Name of the organization		
2	Type of Organization (Pvt. Ltd/ Public Limited)		
3	Country of registered Office		
4	Address of Registered office		
5	Company Registration Details		
6	Date of Registration		
8	PAN		
9	GST Registration		
11	Address of Registered office in India		
12	No of years of operations in India		
13	Stake in Consortium (%)		
14	Authorized Signatory Name		
15	Authorized Signatory		

	Designation		
16	Authorized Signatory Contact Details		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 4.

7.4. PQ_2 & 3: Sole/Prime Bidder Annual turnover

<< To be submitted by Prime Bidder in case of Consortium on company's letterhead >>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump,
BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Subject: "Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model"

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2016-17 (in Crores) (i)	FY 2017-18 (in Crores) (ii)	FY 2018-19 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Sole/ Prime Bidder				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		

Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 4.

7.5. PQ_2 &3: Auditor's Certificate for turnover for Sole bidder/Prime Bidder of Consortium

<<To be submitted by Prime Bidder in case of Consortium on company's letterhead>>

Date: dd/mm/yyyy

To,

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump,
BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

This is to certify that the Annual Turnover as per books and records of _____ for the following financial years are as under.

NOTE: To be filed for each Member company in case of a consortium

S.No.	Financial Year ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2017	
2.	31 st March, 2018	
3.	31 st March, 2019	
	Average Turnover	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 4.

7.6. PQ_4: Auditor's Certificate for net worth for bidder/each member of Consortium

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

This is to certify that the Net worth as per books and records of _____ for the following financial years are as under.

NOTE: To be filed for each Member company in case of a consortium

S.No.	Financial Year ending	Networth (Rs in Crores)
1.	31 st March, 2019	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 4.

7.7. PQ_5: Details of Project experience

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump,
BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Bhopal Smart City Development Corporation Limited

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 4.

7.8. PQ_6: Self Declaration – No Blacklisting

<<To be submitted on Rs. 100 stamp paper and duly notarized >>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

In response to the Tender Ref. No.

_____ dated

_____ for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder :
Authorized Signatory :
Seal of the Organization :
Business Address :
Date :
Place :

7.9. Power of Attorney for Lead Member of Consortium

Whereas the Bhopal Smart City Development Corporation Limited has invited applications from interested parties for the “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our Registered office at

M/s,..... Having our Registered office at

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

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

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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.*

7.10. Format of Pre-Integrity pact

<<Fill the attached documents and submit with Rs. 100 Non judicial stamp / e-stamp with seal and authorized signatory sign>>

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month20....., between, the Bhopal Smart City Development Corporation Limited acting through Chief Executive Officer (Designation of the officer, Department) Bhopal Smart City Development Corporation (herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s represented by Shri/ Ms (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) of the second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a DD in favour of
 - (ii) A confirmed guarantee by a nationalised/schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 6.2 The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BSCDCL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclose by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife of husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2 The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Madhya Pradesh or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of Madhya Pradesh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is latter. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on
.....

BUYER

BIDDER

Name of the Officer

Designation

Organisation

Witness

Witness

1)

1)

2)

2)

7.11. Format for Consortium Agreement

<To be printed on a stamp paper and signed by authorized signatories of the Lead Bidder and Consortium Members>

This Memorandum of Understanding is made in _____ on the __ Day of __, 20 ____

By and Between

M/s _____ having its registered office at _____ (hereinafter referred to as _____) acting as the Lead Partner of the first part,

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

The expressions of _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

Bhopal Smart City Development Co. Ltd (BSCDCL) [hereinafter referred to as “Purchaser”] has invited bids for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model vide RFP No. _____ Dated _____.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

RFP comprising

Any corrigendum/addendum issued by BSCDCL.

The bid submitted on our behalf jointly by the Lead Partner

The ‘Parties’ have studied the documents and have agreed to participate in submitting a ‘bid’ jointly.

M/s _____ shall be the lead partner of the Consortium for all intents and purpose and shall represent the Consortium in its dealing with the BSCDCL. For the purpose of submission of bid proposals, the parties agree to nominate _____ as the Leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the BSCDCL. However M/s _____ shall not submit any such Bids, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s _____, and M/s _____.

The lead partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of consortium. The lead partner will be solely responsible for the entire project implementation.

The ‘Parties’ have resolved that the following distribution of responsibilities will be followed in the event that the Consortium Bid is accepted by BSCDCL.

Lead Partner Responsibilities

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Consortium Partner Responsibilities

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Assignment and Third Parties

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and Purchaser.

Responsibilities

All partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms,

Executive Authority

The said Consortium through its authorized representative from the Lead Bidder shall receive instructions from BSCDCL. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted timelines.

Bid Submission

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the BSCDCL for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

Indemnity

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Consortium.

For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by CEO (BSCDCL) and Executive directors decision will be final, even if the concessionaire does not agree, arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Bhopal.

Validity

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

The bid submitted by the Consortium is declared unsuccessful, or

Cancellation/shelving of the Project by the BSCDCL for any reasons prior to award of work

Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the BSCDCL.

This MoU is drawn in ___ number of copies with equal legal strength and status.

This MoU shall be construed under the laws of India.

Notices

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

(Name & Address)

Consortium Partner

8. Formats for Technical Bid

8.1. General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot.

8.2. Check-list for the documents to be included in the Technical Bid

#	Documents required	Submitted (Y / N)	(Page No.)
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1.	Format TQ_1: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years And Auditor's Certificate for turnover for bidder/each member of Consortium		
2.	Format TQ_2: Details of experience of the sole bidder/prime bidder should have experience of implementing following scope in last 5 years (from date on Bid of tender Publication) 1) Experience in implementation and operations of ICT enabled parking solutions / Parking management of atleast one project with parking capacity of 100 car parks each.		
3.	Format TQ_3: The Sole bidder or any of the consortium Partner should have experience of implementing ICT Parking solution in Government Sector/Smart Cities		
4.	Format TQ_4: Details of experience of Implementation and operation of Mobile Application for parking or Implementation/operations of Centralized Parking command centre/ Operation centre with Visual displays etc.		
5.	Format TQ_5: Details of experience of manpower operations/ Advertisements		
6.	Approach and Methodology- details as per parameters mentioned in Technical Evaluation criteria of volume I		
7.	Format TQ_7: CVs of the Key Manpower proposed		
8.	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
9.	Internet bandwidth and the MPLS bandwidth requirement for the operations		
10.	Bill of Material without prices		
11.	Make & Model of all IT as well as non IT components		

12.	Authorization letter from OEMs		
13.	Compliance to Technical (with make and Model) and Functional Specifications as mentioned in Volume 2, Section 3.4 & Section 3.5 along with referencing of the qualifying functional/technical specification on the product/solution datasheet or literature.		
14.	Datasheets highlighting the Technical Specification (Ref: Volume 2 & Section 3.4 & 3.5) parameters in each datasheet for compliances		

8.3. TQ_1: Bidders Annual turnover (Turnover of Prime Bidder in case of the Consortium)

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Subject: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

#	Details	FY 2016-17 (in Crores) (i)	FY 2017-18 (in Crores) (ii)	FY 2018-19 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Sole/ Prime Bidder				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		

Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

8.4. TQ_1: Auditor's Certificate for turnover

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

This is to certify that the Annual Turnover as per books and records of _____ for the following financial years are as under.

S.No.	Financial Year Ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2017	
2.	31 st March, 2018	
3.	31 st March, 2019	
	Average Turnover	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

8.5. TQ_2: Details of experience in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start	

date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate/Self certificate	

I further certify that I am competent officer in my company to make this declaration.
Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

8.6. TQ_3: Details of experience of the Sole bidder or any of the consortium Partner of implementing ICT Parking solution in Government Sector/Smart Cities

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Bhopal Smart City Development Corporation Limited

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

8.7. TQ_4: Details of System Integration Experience for implementation of Implementation and operation of Mobile Application for Parking or Implementation/operations of Centralized Parking command centre/ Operation with Visual displays etc centre

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

8.8. TQ_5: Details of Experience of Manpower Operations/ Advertisements

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.9. TQ_7: CVs of the Key Manpower proposed

1 Name of the Staff					
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 			
7	Summary of Key Training and Certifications				
8	Language Proficiency	Language Reading Writing Speaking			
9	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
10	Total No. of Years of Work Experience				
11	Total No. of Years of Experience for the				

	Role proposed	
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	Positions held:	
	Activities performed:	

8.10. Format for Authorization Letters from OEMs

<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Subject: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model– **Authorization Letter from OEMs**

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

Dear Sir/ Madam,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5 years from the date of this letter.

Yours faithfully,

(Signature of the Authorized Signatory

from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

9. Commercial Bid Format & Instructions

<<To be printed on letter head of Prime Bidder and signed by Authorized signatory of Prime bidder>>

Date: dd/mm/yyyy

To

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Subject: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model

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

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model” do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

9.1. General Instructions

- a. Bidder should provide commercial details as per the prescribed format under this Annexure.
- b. **Commercials indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.**
- c. **BSCDCL shall take into account all Taxes, Duties & Levies for the purpose of evaluation**
- d. The Concessionaire needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- e. BSCDCL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to BSCDCL.
- f. Bidders must carefully read the Scope, Technical & Functional Requirements and the SLAs mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP. To meet the requirements of this RFP, no request for Change Order shall be entertained.
- g. Bidder has to take into consideration the entire cost required for the successful functioning of the MLCP facilities including the operations cost for the IT/Non-IT infrastructure, manpower deployment for the MLCP functions, lift operations and any other recurring and maintenance charges not limited to electricity, water and any applicable taxes and fees levied by the authority.

9.2. Commercial Bid Format

9.2.1. Concessionaire letter

(On the letterhead of the Bidder)

Date:

To,

Dear Sir/Madam,

I/We<name of the bidder> hereby submit our financial bid for the “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model” as mentioned in the Tender document within the time specified and in accordance with Terms and Conditions as well as Scope of work.

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to submit our quote in the form of the quarterly concession fee to be payable by us to the BSCDCL as contained in the duly signed and sealed Annexure- 1 enclosed herewith. We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay BSCDCL a **Fixed Yearly Concession above total minimum yearly guaranteed concession mentioned in Coolum d of annexure 3. INR _____ In words, _____ (Inclusive of all taxes i.e. GST@18%) which will be provided to BSCDCL.** We will pay to BSCDCL every year the Concession Fee as quoted above throughout the concession period from the date of go – live of the project which is 6 months from effective date of agreement over of the agreed parking sites, subject to minimum concession fee as mentioned in the Annexure III of volume 1 of this RFP per year (inclusive of all taxes). We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

(Signature of Authorized Signatory)

10. Annexure I

10.1. Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Bank Guarantee No. _____

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at _____ (hereinafter referred to as BSCDCL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

- A. BSCDCL has entered into a contract for providing Implementation services dated [insert date] (the **Contract**) with [insert name of Implementing Agency], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the Implementing Agency has been incorporated or registered, as the case may be], [with its [registered/principal] office at [_____]] (hereinafter referred to as the **Implementing Agency**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- B. In terms of the Contract, the Implementing Agency has agreed to provide the Concessionaire service for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Bhopal Smart City on PPP Model, which involve the use of technology, information and data to improve infrastructure and services within the city of Bhopal , to implement the Smart Cities Mission in Bhopal, pursuant to the Request for Proposal dated [_____] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).
- C. In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Implementing Agency and **Clause I** of the Contract, the Implementing Agency is required to furnish to BSCDCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. XXXXX (rs XXXXX) (the Guaranteed Amount) as security for the due and

punctual performance or discharge of the Implementing Agency's obligations and liabilities under the Contract.

- D. At the request of the Implementing Agency and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Implementing Agency of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to BSCDCL the payment in full of all amounts at any time that may be due, owing or payable to BSCDCL from the Implementing Agency for the failure of the Implementing Agency to duly and punctually perform all of its obligations under the Contract during the term **(Guarantee)**, without any demur, reservation, protest or recourse, immediately on receipt of a demand from BSCDCL.

The Guarantee is given on consideration received from the Implementing Agency (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by BSCDCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that BSCDCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Implementing Agency or validity of demand so made by BSCDCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Implementing Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Implementing Agency or any change in ownership of the Implementing Agency or any purported assignment by the Implementing Agency or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that BSCDCL shall first attempt to procure the Guaranteed Amount from the Implementing Agency or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, BSCDCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or BSCDCL:
 - a. any time or waiver granted to, or composition with, the Implementing Agency or any other Person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Implementing Agency or any other Person;
 - c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Implementing Agency 's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - f. any part performance of the Contract by the Implementing Agency or by any failure by BSCDCL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that for any reason the Implementing Agency enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Implementing Agency of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to BSCDCL on demand.
7. So long as any amount is due from the Implementing Agency to BSCDCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Implementing Agency, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Implementing Agency or any such other Person in competition with BSCDCL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for BSCDCL.

8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from BSCDCL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to BSCDCL that:
- a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - d. no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - e. this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhopal at [_____].

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of BSCDCL in exercising any right, power or privilege hereunder and no course of dealing between BSCDCL and the Guarantor, or the Implementing Agency, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which BSCDCL would otherwise have. No notice to

or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of BSCDCL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with BSCDCL to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and BSCDCL shall constitute a single binding agreement.
15. BSCDCL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
16. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon BSCDCL, at [insert address]; and
 - b. upon the Guarantor, at [insert address].
17. Any demand, notice or communication would have been deemed to have been duly served:
 - a. if delivered by hand, when left at the proper address of services; and
 - b. if given or made by pre-paid registered post or facsimile, when received.
18. Either party may change the above address by prior written notice to the other party.
19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [**insert name of Bank**] Bank, by [**insert name of branch**]
Branch by
hand

Of [insert name of signatory]

It's [**insert designation**] and duly authorized representative

Authorized by [Power of Attorney dated **[insert date]**] OR [Board resolution dated **[insert date]**].

10.2. Format of undertaking for setting a Project Office and Warehouse in Bhopal

<<To be provided on Prime Bidders company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL Govindpura,
Bhopal, Madhya Pradesh- 462023

Sir/Madam,

In response to the Tender Ref. No. _____
dated _____ for Selection of Concessionaire for Design, Development,
Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking
Sites for Bhopal Smart City on PPP Model, as an owner/ partner/ Director of
_____, I/ We hereby declare we will establish Project office and
warehouse facility in Bhopal within 60 days from signing contract.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be
cancelled.

Name of the Bidder :
Authorized Signatory :
Seal of the Organization :
Business Address :
Date :
Place :

10.3. Format of Agreement Between Bidder and their parent company / subsidiary / Sister Concern company

(As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary / Sister Concern Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable)" of the other part:

WHEREAS

Bhopal Smart City Development Corporation Limited (hereinafter referred to as BSCDCL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company/ Sister Concern Company- (Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to BSCDCL for the full scope of work as envisaged in the tender document as a main bidder and liaise with BSCDCL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company/Sister Concern Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to BSCDCL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by BSCDCL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company/Sister Concern Company (Delete whichever not applicable) shall be jointly and severally responsible to BSCDCL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BSCDCL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

<p>For and on behalf of _____ (Bidder)</p> <p>Signature: Name: Designation:</p> <p>Witness 1:</p> <p>Signature: Full name: Address:</p> <p>Witness 2:</p> <p>Signature: Full name: Address:</p>	<p>For and on behalf of _____ (Parent/subsidiary/sister concern company)</p> <p>Signature: Name: Designation:</p> <p>Witness 1:</p> <p>Signature: Full name: Address:</p> <p>Witness 2:</p> <p>Signature: Full name: Address:</p>
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10.4. Format of Parent company / Subsidiary / Sister Concern company Guarantee

(As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. Bhopal Smart City Development Corporation Limited, a statutory body under _____, having its Registered Office at _____, hereinafter called “BSCDCL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on
- B. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by BSCDCL, submitted their bid number to BSCDCL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by BSCDCL at any stage.
- C. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.
- D. The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.
- E. Accordingly, at the request of the Company and in consideration of and as a requirement for BSCDCL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
 1. The Guarantor (Parent Company / 100% Subsidiary Company/ Sister Concern (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations

in any respect, the Guarantor shall, immediately on receipt of notice of demand by BSCDCL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to BSCDCL and duly perform the obligations of the Company to the satisfaction of BSCDCL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company and also severally responsible for satisfactory performance of the contract entered between the Company and BSCDCL.

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and BSCDCL. This will, however, be in addition to the forfeiture of the Performance Bank Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Bhopal, Chhattisgarh.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor hereby agrees that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between BSCDCL and the Bidder Company shall in any way release Guarantor from any liability under this guarantee and Guarantor hereby waive notice of any such change, addition or modification.

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of _____ (name of the Parent Company/Subsidiary/Sister Concern company)

Signature: _____

Name: _____

Designation: _____

Common seal of the guarantor company:

Witness 1:

Signature: _____

Full Name: _____

Address: _____

Witness 2:

Signature: _____

Full Name: _____

Address: _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY/SISTER CONCERN COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

10.5. Master Service Agreement

(To be printed on Stamp Paper of valid amount)

The Agreement mutually agreed and entered into on this ____ day of ____ (month), Two thousand and ____ at Bhopal.

BETWEEN

Bhopal Smart City Development Corporation Limited(hereinafter referred as “**BSCDCL**”), having its principal office at _____ and represented by Shri _____, the _____ officer at Bhopal Smart City Development Corporation Limited (hereinafter called the “____ Officer”) of ONE PART,

AND

_____, a company¹ incorporated under provisions of the _____, having its Registered office at _____, (hereinafter referred to as “**Concessionaire**”) which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

WHEREAS

1. BSCDCL is SPV for implementing the Bhopal Smart City Project.
2. For this purpose BSCDCL had invited competitive proposals from eligible Bidders for implementing the Project and in response there to received proposals from several Bidders including the Concessionaire for implementing the Project.
3. BSCDCL, after evaluating the aforesaid Proposals accepted the Proposal submitted by the _____ and issued Letter of Award (LOA) vide letter No. _____ dated _____ for implementing the Project.
4. BSCDCL confirms the receipt of a Performance Security in the form of a Bank Guarantee dated _____ for an amount of Rs. _____ (Rupees _____ only) as Performance Security, for the performance of the obligations of the Concessionaire under this Agreement.
5. The Parties hereto are required to enter into the Agreement being these presents to record the terms, conditions and covenants of the Agreement.

NOW THIS AGREEMENT witness as follows:

¹ In case of a Consortium, the Lead member shall sign the Agreement

A. Definitions and Interpretation

a. Definitions

1. **Affected Party** shall mean the party claiming to be affected by a Force Majeure event in accordance with clause 9.4.
2. **Agreement** shall mean this Agreement and including schedules hereto. (i) Request for Proposal (RFP) (ii) Bidder's submission to RFP (iii) terms and conditions of Agreement (iv) work specifications (v) offer of the Bidder (vi) schedules to the Agreement (vii) clarifications and corrigendums (viii) any correspondence exchanged with respect to this Agreement or additional document constituting part of the Agreement.
3. **Applicable Law** shall mean all laws in force and effect, as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
4. **Applicable permits** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under applicable law, in connection with the project during the subsistence of this Agreement.
5. **Appointed Date** shall mean the date of signing of this Agreement between the Concessionaire and BSCDCL.
6. **Authority** Means any agency, legislative, judicial or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Bhopal) or any local authority including the BMC, its division or any other sub-division or instrumentality or any thereof.
7. **Bidders** shall mean a Bidding Company or Bidding Consortium, which has submitted a Bid in response to this RFP Document.
8. **Conditions Precedent** shall have meaning as ascribed under Article 3.
9. **Commercial Operations Date (COD)** shall be the date on which the Project Officer has issued the Readiness Certificate.
10. **Commissioning Period** shall mean the period of 6 (six) months from the Appointed Date to the COD.
11. **Contract Period** shall mean a period of 7 (Seven) years and 6 (six) months from the Appointment Date.
12. **Consortium** shall mean the consortium to which the Project has been awarded, consisting of <<details of members the Consortium>> and acting pursuant to the Joint Deed Agreement.
13. **Emergency** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the Project and Project Facilities.

14. **Encumbrance** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cases, electricity, water and other utility charges.
15. **Good Industry Practice** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.
16. **Government Agency** shall mean Government of Chhattisgarh (GoC), Bhopal Municipal Corporation (BMC), or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Concessionaire, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
17. **Consortium Agreement** shall mean a duly stamped and registered agreement which was submitted by the Consortium during the Request for Proposal (RFP) stage and annexed with this Agreement.
18. **Lead Member (LM)** shall mean <<name of the LM>> the consortium member authorized by the Consortium to enter into this Agreement on behalf of the Consortium.
19. **Letter of Award** shall mean the letter issued by BSCDCL to the successful Bidder, post the successful completion of the bidding process.
20. **Material Adverse Effect** shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
21. **Material Breach** shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
22. **Parties** means the parties to the agreement and “party” means one of them, as the context may admit or require.
23. **Performance Security** means the deposit provided by the Concessionaire as a guarantee for the performance of its obligations and is in accordance with clause 2.1.
24. **Person** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government agency or any other legal entity.

25. **Preliminary Notice** shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.
26. **Project** shall mean design, finance, develop, implement, operate & maintain smart systems for on-street and off-street parking spaces in accordance with the provisions of this Agreement.
27. **Project Agreements** shall mean collectively this Agreement and any other material contract (other than any commercial agreement with the users) entered into or may enter into by the Supplier in connection with the Project.
28. **Project Officer** shall mean a BSCDCL official appointed for supervision and monitoring of compliance by the Concessionaire with the O&M and commissioning requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the work specifications.
29. **Project Area** shall mean jurisdiction of BMC/BSCDCL.
30. **Project Facilities** shall mean facilities provided by BSCDCL to Concessionaire for undertaking the Project.
31. **Proposal / Request for Proposal (RFP)** shall mean the ‘Request for Proposal Document’, dated _____ issued by BSCDCL to the interested bidders in the proposal stage, as amended and modified from time to time together with all Annexures, Schedules, Maps along with such common set of deviations, corrigendum, addendum, amendments which have been issued from time to time.
32. **Readiness Certificate** shall mean the certificate issued by the Project Officer certifying inter alia, that the Concessionaire has implemented smart on-street and off-street parking spaces and is ready for commercial operations.
33. **Rupees” or “Rs.”** refers to the lawful currency of the Republic of India.
34. **Concessionaire** means M/s-----, a company having its registered office in ----- who has been appointed as “Concessionaire” by BSCDCL for the Project, includes the Concessionaire’s personnel, representatives, successors and permitted assignees.
35. **Standards of Reasonable and Prudent Supplier** means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions.
36. **Sub Contractor** shall mean any person with whom the Concessionaire has entered into/may enter into any material contract in relation with the O&M requirements for this project.
37. **Tax** shall mean and include all taxes, fees, cesses, levies that may be payable by the Concessionaire under the applicable law.

38. **Termination** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
39. **Termination Date** shall mean the date specified on the termination notice as the date on which the termination occurs.
40. **Termination Notice** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

b. Interpretations

In this Agreement, unless the context otherwise requires

1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transaction entered into herein under;
2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
5. The words “include” and “including” are to be construed without limitation;
6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
7. The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
9. Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
10. Any Agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such party or Project Officer in his behalf and not otherwise;
11. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates.

1. The Agreement

1.1. Appointed Date

The Appointed Date shall be the date of signing of this Agreement.

1.2. Grant of Agreement

Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement, BSCDCL hereby grants and authorizes the Concessionaire to undertake the Project as per the specific instruction by the Project Officer and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

1.3. Acceptance of Agreement

In consideration of the rights, privileges and benefits conferred upon the Concessionaire, and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

1.4. Start of Operations

The Concessionaire shall commence the Project work within 15 (Fifteen) days from the date of signing of Agreement subject to the satisfaction or waiver of the Conditions Precedent contained in this Agreement.

1.5. Contract Period

The rights hereby granted is for a period of 7 (fifteen) years of O&M and 6 (six) months of Implementation commencing from the Appointed Date and ending on the Expiry date during which the Concessionaire is authorized to design, finance, procure, operate and maintain the Project in accordance with the provisions hereof. Provided that in the event of termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

1.6. Exclusivity of the Contract

The Concessionaire shall be the sole and exclusive person entitled to undertake the Project in the designated parking mentioned in Project Area in this RFP in line with the scope of work assigned to the Concessionaire in this Agreement and BSCDCL agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by BSCDCL during the Contract Period.

2. Conditions Precedent

2.1. Responsibilities of the Concessionaire

The Concessionaire shall have executed a Performance Security in favor of Bhopal Municipal Corporation for a sum of Rs. _____ (Rupees _____ only) in the form of Bank Guarantee before signing contract.

The Concessionaire shall fulfil the following conditions precedent within 30 (thirty) days from the Appointed Date:

- a. The Concessionaire shall submit a Project implementation and operation & maintenance report to ensure successful implementation and operations of the Project. The Concessionaire shall also submit Standard Operating Procedures (SOPs) for command and control center, mobile app, parking application and various parking services.
- b. The Concessionaire shall have deployed the requisite team for implementation of the Project.
- c. The Concessionaire shall have received the applicable permits and clearances if any from concerned authorities under relevant laws applicable.

2.2. Responsibilities of BSCDCL

BSCDCL shall fulfill the following conditions precedent within 30 (thirty) days from the Appointed Date:

- a. BSCDCL shall handover off-street MLCP parking spaces mentioned under this Project to the Concessionaire.
- d. BSCDCL shall provide support to the Concessionaire in obtaining timely approvals, permissions and authorizations for performance of obligations for the project.
- e. Submit copies of the council resolution authorizing BSCDCL to execute the Agreement.
- f. BSCDCL shall provide Data center Space

Integration with Command and Control Centre will be done by Concessionaire as and when the same is ready and implemented by BSCDCL or its appointed Agency.

2.3. Cost of satisfying the conditions precedent

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

2.4. Non- fulfillment of the Conditions Precedent

- a. In case of non-fulfillment of the Conditions Precedent attributable to reasons beyond the control of the Concessionaire or BSCDCL, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Concessionaire and BSCDCL.
- b. If any of the conditions precedent contemplated in clauses 3 (a) has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by 30 (thirty) days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.

- c. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause 3(a), the Concessionaire shall not be compensated in any manner whatsoever and the Performance Security shall be forfeited and encashed.
- d. The termination under the above circumstances shall be subject to terms & conditions as per clauses 10.

2.5. Rights, Title and Use of Project Facilities

The Concessionaire shall use the Project Facilities solely for this Project and shall hand over to BSCDCL free of cost without any encumbrances after the expiry of this Contract or any early Termination.

3. Project Officer

3.1. Project Officer

BSCDCL shall appoint a BMC/BSCDCL official as Project Officer. The Project Officer shall undertake, interalia, the following activities during the Commissioning Period:

- a. Ensure that the commissioning procedure is followed in accordance with the provisions of this Agreement
- b. Shall issue a Readiness Certificate if he/she is satisfied about the fulfilment of the commissioning requirements.
- c. The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
 - i. Manpower deployed and other organizational arrangements of the Concessionaire;
 - ii. Reviews of documents submitted to it by the Concessionaire to meet the commissioning requirements as mentioned in clause 3.1 (b);
 - iii. Inspections undertaken and notices/instructions issued to the Concessionaire;
 - iv. Review of compliance with the commissioning requirements;
 - v. Payments;
 - vi. Force majeure events;
 - vii. Breaches and defaults by the parties.

4. Concessionaire's obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

4.1. Financial Obligations

4.1.1. Performance Security

- a. The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to BSCDCL,
 - i. A bank guarantee in favor of BSCDCL, for a sum of **Rs./-** (**Rupees..... only**), shall be kept valid for the Contract Period.
 - ii. The bank guarantee should be in the format as provided in Annexure I, 10.1:
- b. Provided that if the Agreement is terminated due to any event other than a Concessionaire event of default, the Performance Security if subsisting as of the termination date shall, subject to BSCDCL's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.
- c. The Concessionaire shall keep the Performance Security replenished at all times at a level as specified in sub clause a (i) above. Such replenishment may be required if the BSCDCL has withdrawn/ deducted from the Performance Security owing to a default/ reimbursement of expenses which was initially borne by BSCDCL and the replenishment shall have to be done by the Concessionaire within 10 (Ten) working days of the withdrawal by BSCDCL from the Performance Security. Failure to do so on part of the Concessionaire shall result in an event of default by the Concessionaire.

4.2. Project Implementation and Operation & Maintenance (O&M) Obligations

- a.** The Concessionaire shall implement and operate and maintain the Project in accordance with the project implementation milestones and obligations mentioned in RFP Volume I and SCHEDULE A and B:of this Agreement.
- b.** The Concessionaire shall install the equipment's / machinery/ hardware required for the Project in accordance with the tentative list of equipment/ machinery/ hardware and software details provided in RFP Volume II. The Concessionaire may provide additional infrastructure over and above the list of items provided at its own cost to meet the objectives of the Project.
- c.** The Concessionaire shall complete the implementation of the Project as per the timelines specified in RFP volume I. and shall obtain Readiness Certificate from the Project Officer to further commence the operations. In the event, the Concessionaire fails to implement the Project within the stipulated time period, unless, such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay damages in accordance with penalties mentioned in Service level Agreement'Schedule C':of this Agreement.
- d.** The Concessionaire shall be responsible for safety of all assets deployed as part of this Project and shall make necessary safety and security arrangements including insurance of such assets.
- e.** The Concessionaire shall commence levy of parking fee from users from Go Live Date. The parking fee shall be levied in a manner as provided in Parking Tariff- Schedule D of this Agreement.
- f.** The Concessionaire shall levy parking tariff as stipulated in SCHEDULE D of this Agreement. The parking tariff shall be increased by as per BSCDCL decision. The parking tariff shall be rounded off for convenience of levy to the users.
- g.** The Concessionaire may undertake operations and maintenance of the Project in accordance to obligations mentioned in clause 4.6 of Agreement, by itself or through a consortium Partner; but in either case, the Concessionaire shall remain solely responsible to meet the Project requirements.
- h.** The Concessionaire shall have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the project, to deal with the Project Officer/ BMC/BSCDCL and to be responsible for all necessary exchange of information required pursuant to this Agreement.
- i.** The Concessionaire shall suspend forthwith the whole or part of the operations upon receiving a written notice from the Project Officer who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Project Officer; the operations are being carried on in a manner that is not in conformity with the terms and conditions of this Agreement. Such notice from the Project Officer shall specify the non-conformity of Concessionaire's obligations. The Concessionaire shall be entitled to continue performance as soon as said non-conformity is remedied.

- j.** The Concessionaire shall be deemed to be in material breach if the Project Officer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
- k.** There has been a failure/undue delay in carrying out a scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the terms and conditions of this Agreement.
- l.** There has been a serious and persistent letup in adhering to the requirements and thereby the Project and Project facilities or any part thereof is not safe for operations.
- m.** There has been a persistent breach of terms and conditions of this Agreement. For avoidance of doubt, persistent breach shall mean:
 - i.** Any breach by the Concessionaire which has not been remedied by the Concessionaire, as required under the provisions of this Agreement despite a notice to remedy in respect thereof issued by the Project Officer, and/or
 - ii.** Recurrence of a breach by the Concessionaire, during the pendency of notice to remedy by the Project Officer requiring the Concessionaire to remedy a breach, and/or
 - iii.** Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.

Upon occurrence of a material breach, BSCDCL shall, without prejudice to and notwithstanding any other consequences provided thereof under this Agreement, depending upon the nature of obligation in respect of which a material breach has occurred, be entitled to both levy a penalty and thereafter terminate this Agreement if the breach is serious in nature.

4.3. Taxes, Duties and Statutory Levies

- a. The Concessionaire shall pay in a timely manner all taxes, duties, levies and charges including but not limited to GST, Income tax and other rates and taxes that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.
- b. All payments to the concessionaire shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. BSCDCL shall provide the Concessionaire with the original tax receipt of any withholding taxes paid by BSCDCL or its nominated agencies on payments under this Agreement within reasonable time after payment.
- c. In case of change in indirect taxes due to change in indirect tax laws, appropriate parties shall pass the benefit of the same over and above the Total Contract Value to the other party. In case of such change, it shall be binding on the Concessionaire to submit a formal request with necessary supporting documents to BSCDCL. BSCDCL shall verify these documents and if applicable and approved in writing by BSCDCL, the Concessionaire shall incorporate such changes into subsequent regular invoice for payment.

4.4. Insurance

- a. The material procured under this Project shall be fully insured by the Concessionaire, against any loss or damage. The Concessionaire shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- b. The Concessionaire during the term of this Contract:
 - i. Shall take out and maintain, at his own cost but on terms and conditions approved by the BSCDCL, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:
 - ii. BSCDCL/BMC's liability and workers' compensation insurance in respect of the Personnel of the Concessionaire / Concessionaire's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - iii. Insurance against loss of or damage to (i) software developed in whole or in part for fulfillment of obligations under this Contract (ii) the Concessionaire's assets and property used in the performance of the Services, (iii) any documents prepared by the Concessionaire in the performance of the Services, and (iv) Insurance coverage for the Parking lots up to Rs. 1,00,00,000 (rupees one crore) covering the damage or theft of the vehicle and injury to a personnel in the parking lot.
 - iv. Shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable
 - v. At the BSCDCL/BMC's request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

4.5. Limitation of Concessionaire's Liability towards the BSCDCL

- a.** Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b.** Except in the case of Gross Negligence or Willful Misconduct on the part of the Concessionaire / Concessionaire 's Team or on the part of any person or firm acting on behalf of the Concessionaire executing the work or in carrying out the services, the Concessionaire, with respect to damage caused by the Concessionaire including to property and/or assets of the BSCDCL or of any of BSCDCL vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Project Capital Cost or (B) the proceeds the Concessionaire may be entitled to receive from any insurance maintained by the Concessionaire to cover such a liability, whichever of (A) or (B) is higher.
- c.** For the purposes of this Clause 4.5 (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- d.** This limitation of liability slated in Clause 5.5 of this section, shall not affect the Concessionaire liability, if any, for direct damage by Concessionaire / Concessionaire's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Concessionaire / Concessionaire's Team or any person or firm/company acting on behalf of the Concessionaire in executing the work or in carrying out the Services."

4.6. General obligations

The Concessionaire shall at its own cost and expense:

- a.** Concessionaire shall maintain the amenities for housing his/her team including office space, office furniture, electricity and connectivity infrastructure (adequate Internet and Intranet bandwidth) without any additional cost.
- b.** Investigate, study, operate and maintain the Project
- c.** Obtain all applicable permits as required by or under the applicable law and be in compliance thereof at all the times during the Contract Period;
- d.** Shall indemnify BSCDCL in respect of any claims made against it (BSCDCL) in relation to the use of licenses, permits, and/or any intellectual property, used/required for the Project.

- e. Procure and maintain in full force and effect, as necessary appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the project.
- f. Shall mark all the boundaries of each parking slot in all the parking lots and shall renew/ remark as per the applicable standards.
- g. Shall undertake minor civil repair works, cabling works and road marking works, if required, in the parking lots as per BSCDCL requirement from time to time.
- h. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the project and hereby indemnifies BSCDCL against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall BSCDCL be treated as employer in this regard.
- i. Be responsible for all the health, security, environment and safety aspects of the project at all times during the Contract Period.
- j. Obtain certificate for successful third party audit of the IT Security of the Project
- k. Shall at all times obtain and maintain necessary insurance, workmen compensation insurance policies throughout the Contract Period for the other employees deployed for this Project.
- l. Upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of BSCDCL for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- m. Pay all taxes, duties, outgoings relating to the Project.
- n. Establish a standard protocol for addressing complaints from persons in the Project Area to the satisfaction of the Project Officer.
- o. Concessionaire shall take all approvals, permissions and authorisations which he may require or is obliged to seek from BSCDCL or any other Organisation under its Agreement, in connection with implementation of the Project and the performance of its obligations.
- p. Concessionaire should make arrangements for connection points and updates (on integration with ICC, Bhopal City Card, Integrated Portal executions/inclusions, Online payment processes etc.) for facilitating system integration smart parking app and web portal with BSCDCL's Smart City App and Web portal on his own cost.

4.7.No breach of obligations

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

- a. Force Majeure event, subject to clause 10
- b. BSCDCL's event of default
- c. Compliance with the instructions of the Project Officer or the directions of any government agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder.
- d. Closure of the Project or part thereof with the approval of the Project Officer.

4.8. Grievance redressal system

Concessionaire shall provide a facility in mobile app / portal to citizens to report any complaints with respect to the Project and parking management system. BSCDCL, may also desire the concessionaire to integrate the same with Grievance redressal System implemented in Bhopal. The complaints shall be forwarded to the Concessionaire to take necessary actions. In the event, the Concessionaire receives any complaints directly from the citizens; the Concessionaire shall notify the same to BSCDCL immediately and also maintain a record of the same.

5. BSCDCL's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, BSCDCL shall have the following obligations:

- a. BSCDCL shall mark all the boundaries of each parking slot in all the parking lots and shall renew/ remark as per the applicable standards.
- b. BSCDCL shall undertake major civil repair works, resurfacing if required, in the parking lots as per requirement from time to time.
- c. BSCDCL shall provide parking yard for towed vehicles with help of traffic Police. The parking yard shall be managed by the Concessionaire.
- d. BSCDCL shall make available its existing space free of cost to the Concessionaire for installation of Gateway, Switches, Routers, Cameras, LED/LCD displays etc. for smart parking services.
- e. Wherever appropriate BSCDCL may provide necessary assistance to the Concessionaire in securing applicable permits.
- f. Observe and comply with all its obligations set forth in this Agreement.

6. Sharing of Parking Revenue by Concessionaire

- a.** The Concessionaire shall have access to the parking fee which shall be levied as per the parking tariff provided in this Agreement. The Concessionaire shall share parking revenue with BSCDCL as per the details provided in the table below.

S. No.	Share of BSCDCL	Share of Bidder
1		

- b. The Concessionaire shall guarantee a minimum parking revenue to BSCDCL as mentioned in Annexure III per month or above percentage whichever is higher irrespective of the Concessionaire being able to collect such amounts from parking fee from users.
- c. The parking revenue share shall be through an escrow account mechanism as mentioned in 'E' of this Agreement. In the event BSCDCL is not able to recover parking revenue share through the escrowed mechanism for whatsoever reason, it shall deduct the same from the Performance Security submitted by the Concessionaire.

6.1. Duties, Taxes and Statutory levies

- a. The Concessionaire shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants, or any other member of Concessionaire's Team, etc. on account of payment received under this Contract.
- b. The Concessionaire shall bear all corporate taxes, levied or imposed on the Concessionaire on account of payments received by it from the BSCDCL for the work done under this Agreement.
- c. The Concessionaire shall bear all taxes and duties etc. levied or imposed on the Concessionaire under the Agreement including but not limited to GST Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the BSCDCL for work done under the Contract. It shall be the responsibility of the Concessionaire to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Concessionaire shall also provide the BSCDCL such information, as it may be required in regard to the Concessionaire's details of payment made by the BSCDCL under the Agreement for proper assessment of taxes and duties. The amount of tax withheld by the BSCDCL shall at all times be in accordance with Indian Tax Law and the BSCDCL shall promptly furnish to the Concessionaire original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- d. The Concessionaire agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them, for the payments received by them for the works under the Contract.
- e. Should the Concessionaire fail to submit returns/ pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Concessionaire shall pay the same. Concessionaire shall indemnify BSCDCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the BSCDCL / Concessionaire.
- f. BSCDCL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Concessionaire at the rates in force, from the amount due to the Concessionaire and pay to the concerned tax authority directly.

7. Accounts and Auditing

- a. The Concessionaire is required to maintain separate and proper books of accounts for the Project as per the prevalent Indian Companies Act, 1956 and applicable provisions of the relevant acts, laws and rules in India.
- b. The Concessionaire shall make arrangements for getting these books audited by an independent auditor annually within 180 (One hundred and Eighty days) days of close of financial year.
- c. The Concessionaire shall make available the audit report and the auditor's statement along with copies of the books for inspection by BSCDCL within 15 (Fifteen) days of completion of such audit and the accounts audited should be as per the prevalent provisions of the Indian Companies Act, 1956.

8. Indemnity

- a. The Concessionaire agrees to indemnify and hold harmless the BSCDCL and its officers and employees (each known as "BSCDCL 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 attorneys' fees and disbursements) and expenses (collectively known as "Losses") to which BSCDCL Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:
 - i. any negligence or wrongful act or omission by the Concessionaire or the Concessionaire's Team or any third party associated with Concessionaire in connection with or incidental to this Contract; or
 - ii. Any breach of any of the terms of the Concessionaire's Bid as agreed, the Tender and this Contract by the Concessionaire, the Concessionaire's Team or any third party.
 - iii. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
 - iv. against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- b. BSCDCL agrees to indemnify and hold harmless the Concessionaire and its officers and employees (each known as "Concessionaire 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 attorneys' fees and disbursements) and expenses (collectively known as "Losses") to which Supplier Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:
 - i. any mis-statement or any breach of any representation or warranty made by BSCDCL or

- ii. the failure by BSCDCL to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee of BSCDCL or
- iii. Any claim or proceeding by any third party against Supplier arising out of any act, deed or omission by the BSCDCL.

For the avoidance of doubt, indemnification of Losses pursuant to this article shall be made in an amount or amounts sufficient to restore each Supplier Indemnified Party to the financial position it would have been in had the Losses not occurred.

- c. Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

9. Force Majeure

9.1. Definition of Force Majeure

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. the effect of any natural element or other Act of God, including, but not limited to any rain storm leading to flooding of the Project Area, lightning, earthquake, cyclone or other natural disaster;
- b. fire or explosion, each case not being due to (a) inherent defects of the equipment comprising the Project (b) the failure to operate the Project in accordance with prudent business practices or (c) circumstances within the reasonable control of the affected Party's contractors;
- c. act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d. strikes, labor disruptions or any other industrial disturbances in Bhopal City as a whole and not specific to the Project which restrict the Concessionaire from performing his duties;
- e. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorization, including Governmental Authorizations, provided that such adverse governmental action or inaction did not result from the Concessionaire's non compliance with any applicable law or any condition to the granting or maintenance of any such permit, license, approval or authorization that was in effect on the date of signing this Agreement;

- f. The expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- g. early termination of this Agreement by BSCDCL for reasons of national security or national emergency

9.2.Exclusions from Force Majeure

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, late delivery of equipment, materials, spare parts or consumables for the Project;
- b. A delay in the performance of any contractor or supplier
- c. Non-performance resulting from normal wear and tear typically experienced in a Project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

9.3.Notification Obligations

The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonable practicable shall submit to the other Party information supporting the claim for relief under this clause.

The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Agreement as soon as practicable after becoming aware of such cessation.

9.4.Consequences of Force Majeure

- a. Neither Party shall be responsible or liable for or deemed in breach thereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement solely due to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure not occurred.
- b. Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.

- c. Either Party shall have the right to terminate the Agreement in the event of pendency of the Force Majeure conditions for a consecutive period of 120 (one hundred and twenty) days.

10. Events of default and termination

10.1. Events of default

Event of default shall mean either Concessionaire event of default or BSCDCL event of default or both as the context may admit or require.

a. Concessionaire event of default

Any of the following events shall constitute an event of default by the Concessionaire (“Concessionaire event of default”) unless such event has occurred as a result of one or more reasons set out in below:

- i.** The Concessionaire has failed to replenish the Performance security within 10 (Ten) working days of the encashment by BSCDCL of the earlier Performance Security;
- ii.** The Concessionaire has failed to make any payments due to BSCDCL and more than 30 (Thirty) days have elapsed since such payment default;
- iii.** Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- iv.** The Concessionaire has abandoned the Project;
- v.** The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- vi.** The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a material adverse affect on the project and such attachment has continued for a period exceeding 90 (ninety) days.
- vii.** Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

b. SCL event of default

Any of the following events shall constitute an event of default by BSCDCL (“BSCDCL” event of default), unless caused by a Concessionaire event of default or a force majeure event:

- i.** BSCDCL has failed to make any payments due to the Concessionaire and more than 180 (one eighty) days have elapsed since such default;
- ii.** BSCDCL is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire;
- iii.** BSCDCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv.** Any representation made or warranties given by BSCDCL under this Agreement has been found to be false or misleading

10.2. Termination due to event of default

a) Termination notice

If a party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue termination notice setting out:

- i.** In sufficient detail the underlying event of default;
- ii.** The termination date, which shall be a date occurring not earlier than 60 days from the termination notice;
- iii.** The estimated termination payment including the details of computation thereof; and,
- iv.** Any other relevant information

b) Withdrawal of termination notice

Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the termination notice cures the underlying event of default to the satisfaction of the other party at any time before the termination occurs, the termination notice shall be withdrawn by the party which had issued the same.

Provided that the party in breach shall compensate the other party for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

10.3. Termination Payments and Rights of on termination

a. Concessionaire event of default

- i.** BSCDCL shall be entitled to appropriate the amounts in the Performance Security,
- ii.** Enter upon and take possession and control of the Project forthwith;
- iii.** Prohibit the Concessionaire and any person claiming through or under the Concessionaire from using/dealing with the Project;

b. BSCDCL event of default

- i.** Concessionaire shall be entitled to appropriate the amounts in the Performance Security if subsiding,
- ii.** Concessionaire shall be entitled to receive all expenses done with respect to the Project as on date of Termination Notice, provided the Concessionaire produce proof all such unpaid expenses.

Notwithstanding anything contained in this Agreement, BSCDCL shall not, as a consequence of termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand over of the Project and Project Facilities by the Concessionaire to BSCDCL shall be free from any such obligation.

11. Hand back and Transfer Requirements

- a. Ownership**

Without prejudice and subject to the Agreement, the ownership of the Project developed by the Concessionaire and Project Facilities provided by BSCDCL to the Concessionaire, including all modifications, renovations and improvements made therein by the Concessionaire, shall at all times remain that of BSCDCL.

b. Concessionaire's Obligations

The Concessionaire shall at the end of the Contract Period hand back peaceful possession of the Project and Project Facilities including fixed assets, improvements made therein by the Concessionaire, to BSCDCL free of cost and in good operable condition.

- At least 6 (six) months before the expiry of the Contract Period a joint inspection of the Project and Project Facilities shall be undertaken by BSCDCL, Project Officer and the Concessionaire. BSCDCL/ Project Officer shall, within 15 (fifteen) days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out. The Concessionaire shall promptly undertake and complete such works/ jobs at least 3 (three) months prior to the expiry of the Contract Period and ensure that the Project and Project Facilities continue to meet such requirements until the same are handed back to BSCDCL.
- BSCDCL/ Project Officer shall within 15 (fifteen) days of the joint inspection undertaken under preceding clause (b) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be handed back to BSCDCL.
- The Concessionaire hereby acknowledges BSCDCL's rights specified in Clause 11.3 enforceable against it upon Termination and its corresponding obligations arising thereof. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

11.1. BSCDCL's Obligations

BSCDCL shall, subject to BSCDCL's right to deduct amounts from the Performance Security towards:

- a. Carrying out works/ jobs listed under Clause 4, which have not been carried out by the Concessionaire
- b. Purchase of items, which have not been handed back to BSCDCL in terms of Clause 4 and
- c. Any outstanding dues, which may have accrued in respect of the Project during the Contract Period

Duly discharge and release to the Concessionaire, the amounts in the Performance Security account or balance therein after deductions in respect to a), b) and c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Concessionaire with the Hand back and Transfer Requirements.

12. Dispute resolution

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

- ii. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this Agreement by referring the dispute to the Project Management and Governance provisions set out in Volume 2 of RFP.
- iii. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the BSCDCL, which has not been settled in accordance with Clause 12 (ii) above within 15 days from date of reference of the dispute to the Steering Committee, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.
- iv. The arbitration shall be conducted in India in accordance with the Rules and Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof.
- v. The arbitration shall be presided upon by a panel of three arbitrators wherein each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint a third arbitrator.
- vi. Arbitration proceedings shall be held at Bhopal, Chhattisgarh, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- vii. The decision of the arbitrators' panel shall be final and binding upon both Parties. The expenses of the arbitrators' panel (as determined by the arbitrators' panel) shall be borne by such party as decided by the arbitrators' panel. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

12.1. Performance during dispute

Pending the resolution of any dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

13. Change in Law

Change in law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

The enactment of any new Indian law;

- i.** The repeal, modification or re-enactment of any existing Indian law
- ii.** A change in the interpretation or application of any Indian law by a court of record.

Provided that change in law shall not include

- i.** Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- ii.** Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
- iii.** Any change in the rates of taxes

14. Representations and warranties

14.1. Representations and warranties of the Concessionaire

- a.** The Concessionaire represents and warrants to BSCDCL that: It is duly organized, validity existing and in good standing under the laws of India;
- b.** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c.** It has taken all necessary corporate and other action under applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d.** It has the financial standing and capacity to undertake the project;
- e.** This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f.** The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's memorandum and articles of association or any applicable laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g.** There are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire event of default or which individually or in the aggregate may result in material adverse effect;
- h.** It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- i.** Subject to the receipt by the Concessionaire from BSCDCL of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project

shall pass to and vest in BSCDCL on the termination date free and clear of all encumbrances without any further act or deed on the part of the Concessionaire or BSCDCL

- j.** No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to BSCDCL or to any government agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading.
- k.** No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Contract.
- l.** Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the project requirements and the information provided by BSCDCL, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- m.** The Concessionaire also acknowledges and hereby accepts the risk of inadequacy. Mistake or error in or relating to any of the matters set forth above and hereby confirms that BSCDCL shall not be liable for the same in any manner whatsoever to the Concessionaire.

14.2. Representations and warranties of BSCDCL

BSCDCL represents and warrants to the Concessionaire that:

- a.** BSCDCL has full power and authority to grant the Contract;
- b.** BSCDCL has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c.** This Agreement constitutes BSCDCL legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d.** There are no legal suits or other legal proceedings pending or threatened against BSCDCL in respect of the Project and Project Facilities.

14.3. Obligation to notify change`

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

15. Miscellaneous

15.1. Assignment and charges

- a.** The Concessionaire shall not assign in favour of any person except in case of a sub-contractor for this Agreement or any part of this agreement, the rights, benefits and obligations hereunder save and except with prior consent of BSCDCL

- b.** The Concessionaire shall not create nor permit to subsist any encumbrance over the Project and Project Facilities

15.2. Governing law and jurisdiction

This Agreement shall be governed by the laws of India. The courts at Bhopal shall have jurisdiction over all matters arising out of or relating to this Agreement.

15.3. Waiver

- a.** Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
- i.** Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii.** Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
 - iii.** Shall not affect the validity or enforceability of this Agreement in any manner.
- b.** Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

15.4. Survival

Termination of this Agreement

- a.** Shall not relieve the Concessionaire or BSCDCL of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and
- b.** except as otherwise provided in any provision of this Agreement expressly limiting the liability of the either party, shall not relieve the either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

15.5. Amendments

This Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the parties on the subject hereof and no amendment or modification hereto will be valid and effective unless agreed to by all the parties hereto and evidenced in writing.

15.6. Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

If to BSCDCL:

The Chief Executive Officer

Bhopal Smart City Development Corporation Limited

If to the Concessionaire:

The Chief Executive

----- Limited

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

In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and

In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

15.7. Severability

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

15.8. No partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the parties. Neither party shall have any authority to bind the other in any manner whatsoever.

15.9. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

15.10. Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the parties and any representation by any party not contained in a binding legal Agreement executed by the parties.

15.11. Counterparts

This Agreement may be constituted in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

COST: BSCDCL shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges. –IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED on behalf of the Concessionaire by:
for and on behalf of BSCDCL by:

Signature

Name

Designation

SCHEDULE A : TIMELINES

Project Implementation Milestones

a) The Concessionaire shall implement the Project as per the milestones provided in the table below.

#	Project Implementation	Timelines	Deliverables
1.	Submission of final BoQ Submission and Approval Team Mobilization and Site Survey and	T+1 Months	Site survey Report
2.	Designing Document and SRS Submission and Approval	T+2 Months	<ul style="list-style-type: none"> SRS
3.	Installation of all the equipment's/ hardware for parking locations handed over to the Concessionaire including the advertisement board and rooftop restaurant. Based on the feasibility, relaxation in the development of rooftop restaurant could be provided to concessionaire.	T+4 Months	<ul style="list-style-type: none"> Final BoQ Installation and commissioning Report Test Cases
4.	Implementation of software module, Mobile app and integration with command & control central for parking locations handed over to the Concessionaire		<ul style="list-style-type: none"> Integration Testing Report
5.	FAT, UAT and Go Live Certificate from BSCDCL	T1=T+6 Months	<ul style="list-style-type: none"> UAT Report

T is effective date of contract

T1 is Go-Live

SCHEDULE B: OBLIGATIONS DURING IMPLEMENTATION AND O&M PERIOD

- a) As Mentioned in volume II of this RFP and subsequent corrigendum

SCHEDULE C: SERVICE LEVEL AGREEMENT

SLA for Concessionaire

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Concessionaire to End Customer and BSCDCL for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Bidder can be measured.

The Concessionaire and BSCDCL shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.

The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses.

General Instructions related to SLAs mentioned above

The Successful Bidder has to supply software/automated tools to monitor all the SLAs mentioned below.

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Concessionaire to BSCDCL for the duration of this Agreement.

- a. Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, BSCDCL/ End user department may agree to qualify as “beyond the control of Bidder”.
- b. Power shut down would not be considered as “beyond the control of Bidder”.
- c. Damages due to Road Accident / Mishap shall be considered as “beyond the control of Bidder”.
- d. Deliberate damage to field devices: camera, Pole etc. would not be considered as “beyond the control of Bidder”
- e. Bidder is advised to have stronger poles & proper housing to protect from such damages.
- f. Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, Bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for Resolution of Critical Level / Medium Level / Low level issues. In case bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.
- g. During O&M phase penalties s shall be applicable only after the 2nd quarter of the operation & Maintenance Phase

Note: Penalties shall not be levied on the Successful Bidder in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder
- b. The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- c. Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, BSCDCL may agree to qualify as “beyond the control of Bidder”. Damages due to any accident / mishap shall be considered as “beyond the control of Bidder”. However, Power shut down or deliberate damage to field devices such as Cameras, Audio Systems etc. would not be considered as “beyond the control of Bidder”.

Definitions

For the purposes of this service level agreement, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below :

- a. “Uptime” shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- b. “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
- c. “Incident” refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.
- d. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors, getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.

- e. 1 SLA point= Rs 10000/- Penalty

Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

The concessionaire will pay the penalty amount on quarterly basis to BSCDCL

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the concessionaire and audited by BSCDCL or its appointed Consultant for accuracy and reliability.

BSCDCL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by BSCDCL on an annual basis after consulting the Concessionaire, Project Management Consultants and other experts. All the changes would be made by BSCDCL after consultation with the Concessionaire and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

BSCDCL would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 60 in 2 consecutive quarters.

SLAs during implementation:

These SLAs shall be used to evaluate the timelines for completion of deliverables mentioned in section 8 of this volume. These SLAs will be applicable for commissioning of the project (implementation of the complete project as per scope of the work defined in this RFP document). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

In case, the Concessionaire reaches maximum of penalty at any point of time, BSCDCL reserves the right to invoke the termination clause.

Delay (Weeks)	Penalty value
Per week	Rs.5000 per week
Maximum (10 weeks)	Rs.10,000 [@ Rs.1000 per week]

SLAs during O&M

Resolution of issue based on severity level of Impact			
1	Critical		<=4 Hours
2	High		<=8 Hours
3	Medium		<=12 Hours
4	Low		<=24 Hours

Indicative SLAs in each category to be measured are as below:

S. No	Description	Measur e	Requir ed	Accepta ble	Thresho ld	Severi ty Level	SLA Poin ts
Components							
1	Uptime for Hardware like	Percenta ge	>99.9%	<99.9% to <=99.5%	<99.5%	Critical	5

	digital messaging board, entry/exit barrier other than surveillance and emergency call box						
2	Percentage failure of components(Surveillance camera and emergency call box)	Percentage	>=99.5 %	<99.5% to >=99%	<99%	High	4
Command & Control Centre							
3	Data Availability with Command and control centre	Percentage	>=99.5 %	<99.5% to >=99%	<99%	High	4
Citizen application							
4	Availability of Mobile App and web interfaces	Percentage	>=99.9 %	<99.9% to 99.5%	<=99.5%	Critical	5
5	Maximum time for Application response to user	Time	<=5 sec	>5 sec to <=10 sec	>10sec	High	4
Web Portal							
6	Availability of overall application	Percentage	>=99.9 %	<99.9% to 99.5%	<=99.5%	Critical	5
7	Maximum time for Application response to user	Time	<=5 sec	>5 sec to <=10 sec	>10sec	High	4
Others							
8	Availability of backhaul network	Percentage	>=99.5 %	<99.5% to >=99%	<99%	Critical	5
9	Uptime for DC/DR	Percentage	>99.9%	<99.9% to <=99.5%	<99.5%	Critical	5

These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

- if any complaint of over-charging or collecting parking charges outside the parking area defined in RFP document or subsequently allotted is received from the complainant or any violation is noticed, the same shall be investigated by the BSCDCL and if found true, then a penalty of minimum amount of Rs. 10,000/- for each such incident shall be

imposed on the Concessionaire and for repeated violation, action shall be taken against the Concessionaire to terminate the agreement.

- The Concessionaire has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot. For each such violation a penalty of Rs 500/- (Rupees five hundred)per vehicle per incident will be imposed.

Other Penalties

- It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Bhopal, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
- Safety Breach: Non availability of safety equipment like fire fighting equipment
- Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of BSCDCL.
- Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
- Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.

For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Type	Measurement (Unit)	Response (in unit)	Time	Penalty on response w.r.t. delay /Unit
Safety Breach	Per incident (during inspection)	-		Rs 1000/-
Information Security Breach	Hours	1		Rs.1000/-
Network & System Security Breach	Hours	1		Rs.1000/-
Guidelines Breach	Days	7		Rs.2000/-

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The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence.

Penalties shall not be levied on the Concessionaire in the following cases

- In case of a force majeure event effecting the SLA which is beyond the control of the Concessionaire. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.
- Theft cases by default/ vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

Review of SLA Parameters

The SLA design is based on the scope of services and operational aspects of Bidder. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Bidder. The purpose of this review is to reassess the SLAs based on the first three months' call volumes. BSCDCL, after thorough analysis of the quarterly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters and update this agreement. And if the revision occurs, then the revised SLAs would be final and binding for the rest of the term of the contract

SCHEDULE D: PARKING TARIFF

Yearly Parking Tariff proposed by BSCDCL for all three parking facilities:

4W – 4 Wheeler Parking

2W – 2 Wheeler Parking

Please Note: - These rates are subject to the discretion of BSCDCL and may vary in accordance.

Charges	Year 1	Year 2	Year 3	Year 4	Year 5
4W : 0-3 Hours	10	15	20	25	30
4W : 3-6 Hours	20	25	30	35	40
4W: 6-12 Hours	30	35	40	45	50
4W: 1 Week	240	240	250	250	260
4W: 12 Hours Monthly Pass	450	460	470	480	490
4W: 24 Hours Monthly Pass	900	925	950	975	1000
2W: 0-12 Hours	5	8	10	12	15
2W: 12-24 Hours	15	18	20	23	25
2W: 1 Week	120	125	130	135	140
2W: 12 Hours Monthly Pass	150	160	175	180	200
2W: 24 Hours Monthly Pass	300	325	350	375	400

11. Annexure II- Details of Parking Facility

Details of the MLCPs are given below:

Name of parking lot	Address	Floors	Rooftop area available	ECS for 4W	ECS for 2W	Type
MP Nagar MLCP	MP Nagar Zone 1	5	7000 sq mtr.	800	500	MLCP
New Market MLCP	Near Rangmahal Talkies, New Market	5	5000 sq mtr.	775	700	MLCP
Bairagarh MLCP	Near Sant Hirdaram Market, Bairagarh	5	1200 sq mtr.	400	450	MLCP

Advertisement Boards to be installed of dimensions 5*6 sq ft. around 150 in nos. for each MLCP facility. However bidder is free to add or reduce the boards, size, quantity or location (inside or outside of MLCP) for the feasibility of the project operations.

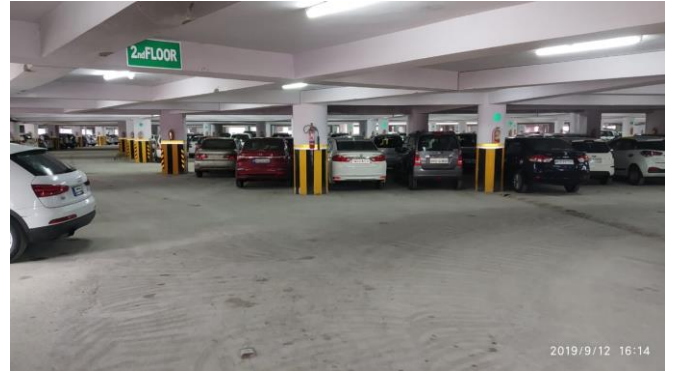
All the parking facilities are presently in operational phases with conventional ticketing technique. The ramps and lift infrastructure is in place and operation condition. The photographs of the MLCP facilities are attached below for reference purposes. Bidders are advised to visit site and conduct required assessment and survey for the preparation of the bid response.

MP Nagar MLCP Facility



Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three Multilevel Parking Sites for Bhopal Smart City on PPP Model





New Market (TT Nagar) MLCP Facility





Bairagarh MLCP Facility at Sant Hirdaram Nagar





12. Annexure III- Minimum Yearly Guaranteed Concession

Sr. No.	Parking lot Identifier	Monthly Parking Revenue (A)	Monthly Advertisement Revenue (B)	Quarterly concession (C)	Yearly Concession (Inc. of all applicable Taxes) (D)
1	MP Nagar MLCP Facility	80,000.00	36,667.00	3,50,000.00	14,00,000.00
2	TT Nagar MLCP Facility	80,000.00	36,667.00	3,50,000.00	14,00,000.00
3	Bairagarh MLCP Facility	70,000.00	30,000.00	3,00,000.00	12,00,000.00
	Grand Total				40,00,000.00

Note:

1. Value mentioned in column (D) against the concession fee shall be considered as the Minimum Yearly Guaranteed Concession fee duly paid to the BSCDCL.
2. Contract for any of these locations may be discontinued during the contract period on BSCDCLs discretion.
3. The Minimum Yearly concession or the fixed yearly concession fee quoted by bidder will be revised on pro rata basis in case of any increase or decrease in current 6.1 Payment Terms for concessionaire- Parking Tariff proposed by BSCDCL for Parking.
4. In case, any components of Advertisement and Go-Live for the remaining component are ready to operate then revenue against that component would not be charged from the concessionaire. Additionally, later during the project progress, if it has been observed by the BSCDCL that concessionaire or its subcontracts are not able to maintain and operate specific component as per the expectation, then that component can be pulled out from the project scope of work for the interest of the BSCDCL property and project.