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## **REQUEST FOR PROPOSAL**

### **Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**

#### **Jabalpur City Transport Services**

Jabalpur City Transport Services, Manas Bhawan

Jabalpur – 482002

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Cost of Document: Rs. 5000/- (Five Thousands)

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## Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether orally or in documentary or any other form by or on behalf of the Jabalpur City Transport Services Limited Jabalpur or any of its employees or advisers, is provided to Applicants on the terms conditions set out in this RFP such other terms conditions subject to which such information is provided.

This RFP is not an agreement is neither an offer nor invitation by the Jabalpur City Transport Services Limited Jabalpur (here after it will be referred as Jabalpur Smart City Limited) to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflects the intentions of the Jabalpur City Transport Services Limited in relation to the Engagement of Agency for Parking enforcement on Finance, Operate, and Maintain& Transfer Basis.

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

The Jabalpur City Transport Services Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Jabalpur City Transport Services Limited is bound to award the Licensee or to appoint the Selected Licensee, as the case may be, for the award of license for installation/erection of parking enforcement Systems on the identified locations the Jabalpur City Transport Services Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation submission of its Proposal including but not Limited to preparation, copying, postage, delivery fees, expenses associated in connection with or relating to its Proposal. All such costs expenses will remain with the Applicant the Jabalpur City Transport Services Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **SECTION I**

### **INSTRUCTIONS TO BIDDERS**

#### **1. DIRECTIONS TO THE BIDDERS**

- (a) The Agency shall enforce parking only on the earmarked sites by Jabalpur Smart City Limited. Any violation shall result in immediate cancellation of the contract without any prior notice.
- (b) The Agency has to incur all expenses: The Agency shall incur all expenses related to towing vehicle, software development, manpower deployed etcon parking. Under No circumstances Jabalpur City Transport Services Limited shall bear any charges related to the towing, maintenance of vehicles
- (i) The Agency shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the parking enforcement System the consequential claim or claims shall be borne by the Agency who will also indemnify safeguard the Jabalpur City Transport Services Limited in respect of any such claim or claims. The Agency of the parking enforcement System shall be liable to buy insurance against public liability.



## 2. **Jabalpur City Transport Services Limited , Jabalpur**

CIN- U60210MP2006SGC018911(06-07), GST-23AABCJ7232K2ZM, TAN- JBPJ00896A

Regd. Off:- Cabin No.3, Transport Cell, JCTSL, Manas Bhavan Office, Manas Bhavan Wright Town, Jabalpur-482002

e-mail :- [JCTSL\\_2006@yahoo.co.in](mailto:JCTSL_2006@yahoo.co.in)

No.: 409/015/166/Parking Enforcement/ 2019

Date 06/03/19

### Request For Proposal

**Selection of Agency for Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution In Jabalpur On PPP Model Jabalpur, Madhya Pradesh** Interested reputed firms, Agencies or company may Visit website [www.mpetender.gov.in](http://www.mpetender.gov.in) to download tender document. Duly completed tender document shall be submitted online up to 10/04/2019 and physical submission shall be received in Regd. Office up to 11/04/2019 till 4:00 PM with Earnest Money Deposit for an amount of Rs. 1, 00,000/- (One Lakhs only) in the form of DD of any Nationalized/Commercial Bank, drawn in favor of JCTSL, JABALPUR. Technical Bid shall be opened on 11/04/2019, Financial Bid shell be opened on 22/04/2019. Pre Bid meeting will be held on 18/03/2019 at Regd. Office. Amendments to RFP, if any would be published on website only, and not in newspaper. Only Online Tender will be accepted. If any Query Contact No. 0761-4014501.

Sd

Chief Executive Officer  
JCTSL, Jabalpur

**जबलपुर सिटी ट्रांसपोर्ट सर्विस लिमिटेड, जबलपुर**

**Cabin No. 3, Transport Cell, Smart City Office,  
Manas Bhavan, Wright Town Jabalpur- 482002**

**Tel./Fax no. (0761) 4014501**

**e mail:-jctsl 2006@yahoo.co.in Website-jctsl.org**

**Sr. No. 409/015/166/Parking Inforcement/2019**

**Date : 06.03.2019**



### **Notice Inviting Tender (NIT)**

JCTSL Invites Online tender For "Selection of Agency for design, development, Implementation, Operation and Maintenance of Parking Enforcement Solution for Jabalpur city on PPP Model." Details can be viewed on [www.jctsl.org](http://www.jctsl.org)., [www.jscljabalpur.org](http://www.jscljabalpur.org) & [www.mptenders.gov.in](http://www.mptenders.gov.in), Amendment to NIT if any, would be published on webite only, Not in news paper.

**Chief Executive Officer, JCTSL, Jabalpur**

### 3. DEFINITIONS INTERPRETATIONS

#### 3.1. DEFINITIONS

“Agreement” shall mean the Agreement entered among the Jabalpur City Transport Services Limited & Agency/Service Provider.

“JCTSL” shall mean Jabalpur City Transport Services Limited

“Agency”/“Service Provider” shall mean the selected Preferred Bidder selected nominated by the “Jabalpur Smart City Limited” to implement the Project on the terms conditions stipulated in the Agreement.

“Bid or Detailed Bid or Proposal” shall mean each Bid (one per project) submitted by the Bidder for any or all of the projects, in response to this RFP including clarifications /or amendments to RFP, if any.

“Bid Security” shall mean the security furnished by the Bidder in the form of Demand and Draft, as stipulated in the RFP document.

“Bid Evaluation Committee” shall mean the committee constituted by the Jabalpur City Transport Services Limited for evaluating the Bids.

“Base Parking Fee Rate” or “Base Fee Rate” is the Fee Rate at the Commencement Date.

“Compliance Date” shall be as defined in the Draft Agreement. “Commercial Operation Date” or “COD” means the date upon which the Agency commences commercial operations of the Project.

“Contract Period” or “Authorisation Period” shall mean number of year’s license period starting six months from the date of “Signing of the Agreement” for project implementation.

“Control Centre” means the central facility used mainly for service monitoring operations control for collecting, storing, consolidating, processing the information obtained from various elements of the parking management, agents, employees, service providers, communications systems related elements.

“Commercial Bid” shall have the meaning as set forth in the RFP document. “Firm” shall mean a single legal entity, which is a Registered Body.

“Due Date” shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.

“Equivalent Car Space Factor” or “ECS Factor” is the size of a Parking Slot for a type of vehicle expressed as a fraction of the size of a Car Parking Slot.

“Escrow Account” shall mean a common account set up through an agreement between Jabalpur City Transport Services Limited the service provider into which all revenue shall be deposited, thereafter, payments to the Service Provider Jabalpur City Transport Services Limited shall be made.

“Grantor” shall mean Jabalpur Smart City Limited.

“Letter of Acceptance” or “LOA” means the letter issued by Jabalpur City Transport Services Limited to the Successful Bidder to provide parking enforcement Management Service in conformity with the terms conditions set forth in the RFP.

“No-Parking Area” means any portion of Block Face streets where parking is not permitted. All footpaths cycle tracks are No-Parking Areas.



“Operations Period” means the period commencing from COD ending on the expiry or prior termination of this Agreement Period;

“Parking Duration” is the duration for which a vehicle is parked in a Parking Slot.

“Parking Event” is an act that occurs when a vehicle is in a stationary position in a Paid Parking Lot or Paid Parking Block.

“Parking Base Price (PBP)” or “Fee” is an amount charged by Service Provider for vehicle parking in an on street, off street in a multi-level parking.

“Parking Fine” or “Fine” is an amount charged by Jabalpur City Transport Services Limited Traffic Police for vehicle parking in a Block Face or Parking Lot without paying the applicable Parking Fee or for parking in a No-Parking Area.

“Parking Lot” is an on street, off street in a public parking area with one or more discrete entrances where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Lot is denoted by a unique identification code.

“Parking Base Price (PBP)” or “Fee Rate” is the Parking Fee per hour applicable for a designated vehicle, time, and place.

“Parking Fine Rate” or “Fine Rate” is the Parking Fine per hour applicable for a designated vehicle, time, place.

“Parking Slot” is a parking space for one (1) vehicle.

“Parking Unit” means a quantity of parking area in a Block Face or Parking Lot of a size equivalent to the size of a Car Parking Slot.

“Payment Period” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, be a period of fourteen (14) days.

“Preferred Bidder” shall mean the successful Bidder, whose Bid is declared as the Bid with the lowest license fee quoted for the project as a result of the Bid evaluation process as set forth in this RFP document.

“Project” means, Design, Development, Implementation, Operation Maintenance of parking enforcement for on-street, off-street, multi-level indoor designated parking spaces ( four wheelers two wheelers) in Jabalpur subject to the provisions of this RFP Agreement, (i) financing, construction at the site, implementation, completion, commissioning, management, operation maintenance of the Project, execution of the works all activities incidental thereto, such as engineering, testing, installation, commissioning insurance etc., by the Agency during the Authorisation Period; (ii) the transfer of the Project/Project Facilities by the Agency to Grantor or its nominated agency at the end of the Authorisation Period of time or prior termination;

“Project Agreement” shall mean Agreement any other legal documents as mutually agreed to between the Jabalpur City Transport Services Limited the Preferred Bidder, necessary for implementing the Project.

“Request for Proposal or RFP” shall mean this document.

“Service Certificate” means a document that accredits compliance by the Service Provider with all requirements established in the contract to allow the parking management company to begin operations.

“Service Provider Facilities” means the facilities equipment, vehicles produced or developed by the Service Provider that are required for the due implementation of this Contract.

“Service Provider” means the successful bidder selected under this RFP with whom Jabalpur City Transport Services Limited has entered into a Service Provider Agreement.

“System” shall mean the parking enforcement System.

“Two Wheeler Parking Slot” is defined as the individual parking space for one (1) motorized two-wheeled vehicle.

“Technical Criteria” or “Criteria” shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening evaluation of his Commercial Bid.

“User Account” means a record with the Service Provider that includes a user’s mobile phone number, one or more vehicle license numbers, a prepaid balance from which the user may pay for Parking Fees Parking Fines.

“User” means the operator of a vehicle who parks in on-street, off-street in a Lot operated by the Service Provider.

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

### 3.2. INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- I.The singular of any defined term includes the plural vice versa, any word or expression defined in the singular has the corresponding meaning used in the plural vice versa;
- II.Reference to any gender includes the other gender;
- III.Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- IV.A reference to any agreement is a reference to that agreement all annexes, attachments, exhibits, schedules, appendices the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- V.The terms “include” “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- VI.Any reference to a person shall include such person’s successors permitted assignees;
- VII.A reference to a “writing” or “written” includes printing, typing, lithography other means of reproducing words in a visible form;
- VIII.Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- IX.A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week a reference to “day” shall mean a calendar day, unless otherwise specified.
- X.The terms “hereof, "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean refer to this RFP not to any particular Article, Clause or Section of this RFP. The terms “Article”, "Clause", “Paragraph” “Schedule” mean refer to the Article, Clause, Paragraph Schedule of this RFP so specified;

XI. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents.

XII. The descriptive headings of Articles Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof shall not be used to interpret the provisions of this Agreement;

XIII. All capitalised words expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

## 4. GENERAL CONDITIONS

1. This section should be read in conjunction with other sections of RFP. The words expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined.
2. The ITB sets out the bidding procedure provide necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-III of the RFP.
3. The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids /or the information is not submitted as per the prescribed formats.
4. The prospective bidders are required to inspect the location of Smart Parkings defined in Annexe-1 after inspection of the site of the proposed Smart Parkings they may quote the rates. The tenderer submitting the tender will be considered to have accepted all the terms conditions no further terms conditions will be accepted. No enquiries in written or verbal will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organisation will disqualify the tender. Smart Parkings locations shall be available on “as is where basis” as per defined in Annexe-1 to the successful bidder. The prospective bidders should satisfy themselves as to the suitability of the proposed location of Smart Parkings for purposes of erection/installation of System.
5. The grant of Authorisation; interest, ownership rights with regard to Smart Parkings System erected/installed by the Agency for Jabalpur City Transport Services Limited along with fixtures/fittings provided therein shall vest with the Jabalpur City Transport Services Limited except that these will be operated maintained by the Agency during the Authorisation Period. The title, interest in ownership of l remains with the l owning agency.

## 5. INTRODUCTION

1. With the growth of economy, vehicle has become a necessity in our daily life making the vehicle quantity increase dramatically. Vehicle brings convenience to people, yet parking causes serious problems because of poor management at the same time. For drivers managers, traditional parking management hasn't met their needs in efficiency, security performance. Therefore, the need for a parking enforcement System with high efficiency, low cost high security is indispensable for people in the modern society.
2. Jabalpur City Transport Services Limited - JCTSL (the “Authority”) Jabalpur is a tier 2 city in the state of Madhya Pradesh, India. According to the 2011 census, it is the third-

largest urban agglomeration in Madhya Pradesh and the country's 37th-largest urban agglomeration. It is 2nd largest metropolis of Central India after Raipur which is followed by Jabalpur, Bhopal, Bilaspur, Indore and Durg-Bhilai

Jabalpur is the administrative headquarters of Jabalpur district (the second-most-populous district in Madhya Pradesh) and the Jabalpur division. Historically, a center of the Kalachuri and Gond dynasties, the city developed a syncretic culture influenced by intermittent Mughal and Maratha rule. During the early nineteenth century, it was annexed by British India as Jubbulpore and incorporated as a cantonment town. Since Indian independence there have been demands for a separate state of Mahakoshal, with Jabalpur its capital. The High Court of Madhya Pradesh, headquarters of the West Central Railway and Army headquarters of five states (Madhya Pradesh, Chhattisgarh, Orissa, Bihar and Jharkhand) are located in Jabalpur. The city is also home to the Gun Carriage Factory. Jabalpur has been selected as one of the hundred Indian cities to be developed as a smart city under Smart Cities Mission. Bheraghat is a unique experience where one can see a huge mountains of marble and a beautiful waterfall.

3. Management structure - The Service Provider will establish, operate, maintain the parking enforcement System. The Service Provider carries out parking operations, including fee collection enforcement on designated streets, Parking Lots in No Parking Areas. The Service Provider will create direct data links (Central Command Centre) so that Jabalpur City Transport Services Limited can monitor the status of the parking system.
4. Parking Areas - Jabalpur City Transport Services Limited will assign specific areas for Development, Implementation, Operation Maintenance of parking enforcement Solution for on street, off street in to the Service Provider within Jabalpur City. The Service Provider will be responsible for Development, Implementation, and Operation Maintenance of parking enforcement no-parking areas through clear signage road markings. The signage will also display the applicable Parking Fee.
5. Jabalpur City Transport Services Limited is now issuing "Request for Proposal" (RFP) inviting online proposals from the eligible bidders for Design, Development, Implementation, Operation Maintenance of parking enforcement Solution for on street, off street in on designated parking spaces ( four wheelers two wheelers) in Jabalpur on PPP model in the portal [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

S. No.	Key Information	Details
1	Project	<b>Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model</b>
2	Grantor	<b>Jabalpur City Transport Services Limited</b>

3	<b>Project Components</b>	The minimum obligation for development of parking enforcement System with specifications including information advertisement panel are provided in this RFP. The selected parking operator shall undertake the parking enforcement System development/installation implementation strictly in accordance with the minimum development obligation.
4	<b>Project Location</b>	On-Street, Off-Street & Multi level Parking
5	<b>Development Controls/ Guidelines</b>	All applicable guidelines including Indian Road Congress Guidelines/National Highway Authority of India (NHAI) regulations any other regulations issued by any other Statutory Authorities applicable within the jurisdiction of Jabalpur Smart City Limited.
<b>S. No.</b>	<b>Key Information</b>	<b>Details</b>
6	<b>Technical Specifications</b>	Generally as per applicable Ministry of Road Transport Highways (MORTH) regulations, Indian Road Congress Code (IRCC) any other applicable Indian Standards or its equivalent.  Few details provided in followed sections of this RFP
7	<b>Minimum Developed Obligations (MDOs)</b>	The parking enforcement System operationalized by the Agency within one months from the agreement date/ Date of Clear Site Hover from JCTSL in accordance with the RFP stipulations.
8	<b>Implementation Format</b>	<b>Public Private Partnership (PPP) Format</b>
9	<b>Authorization Format</b>	<b>Finance, Operate, Maintain Transfer” (the "FOMT") Basis</b>
<b>Bid Conditions &amp; Evaluation</b>		
10	<b>Bid Eligibility Criteria</b>	Bidder shall meet the Eligibility criterion defined in the clause 11 of this RFP
11	<b>Bid Security ~ Earnest Money Deposit (EMD)</b>	An amount of Rs. 1,00,000/- (Rupees One Lakh only) Demand Draft (DD) or FDR drawn from any Nationalized / Scheduled Bank of India in the favour of JCTSL Jabalpur” payable at Jabalpur shall be submitted towards Bid along with its complete Bid security along with its complete Bid.  The EMD should be submitted online only on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>

12	<b>Pre-condition for Signing Authorization Agreement (Only Preferred Bidder after receipt of Letter of Award)</b>	<p>Signing of Agreement is within 30 days from the issue of Letter of Award (LoA). The following are the pre-conditions for signing of Agreement:</p> <p>1. Submission of Operations Performance Security</p>
13	<b>Operations Performance Security (By Selected Service Provider Only)</b>	<p>An irrevocable unconditional Performance Security/ Guarantee from a Nationalised/Scheduled Bank payable at Jabalpur for an amount Rs. 10, 00,000/- (Rupees Ten-Lakh only).</p> <p>The Operation Performance Security shall be submitted by the selected Service Provider on achieving the operations of the project prior to signing the Agreement with Jabalpur Smart City Limited.</p>
<b>S. No.</b>	<b>Key Information</b>	<b>Details</b>
14	<b>Authorisation Period</b>	<p>The Authorisation period will be Five (05) years. Authorisation period shall start from the date of signing of the agreement or Date of Clear site Hover from Jabalpur City Transport Services Limited with the successful Bidder.</p> <p>The Agency shall install/erect all the parking enforcement System mentioned under this RFP document for a period of Five (05) years.</p>
15	<b>Moratorium Period</b>	<p>Moratorium Period will be one (1) months from the award of work or Date of Clear site Hover from JCTSL to start the parking operations. The authorisation fees shall be charged after the completion of Moratorium Period i.e. one (1) month from the award of work or Date of Clear site Hover from JCTSL.</p>
16	<b>Selection of Bidder</b>	<p><b>The selection of Successful Bidder will be done on L1 basis i.e. Minimum Revenue Share Percentage (%).</b></p> <p><b>The lowest Revenue Share Percentage (%) is the Bid Winning Parameter. Only those Bidders qualified in technical bid, will be considered for opening of financial bid.</b></p>

17	<b>A Pre Bid Conference will be held</b>	Address: Office of The Chief Executive Officer , Jabalpur City Transport Services Limited Manas Bhawan Jabalpur – 482002, Date of Pre-Bid Conference: 18 Mar,2019
18	<b>The Proposals must be submitted no later than</b>	Date: 10 April,2019 for online submission Date: 11April 2019 for physical submission Address: Office of The Jabalpur City Transport Services Limited Services Limited , Manas Bhawan Cabin no 3, 482002MP
19	<b>Bid Validity</b>	180 days from the due date of Bid submission

## 5.1. Enforcement

5.1.1. **Parking Sites** - Service Provider enforcement officers will carry out enforcement through random spot checks. In on street, off street in multi-level parking, officers will scan license plate numbers using handheld devices. In the event that a vehicle user has not paid the Parking Fee, the enforcement officer will take a photo of the vehicle, notify the Parking system Traffic Police, and immobilize the vehicle. A user must pay the applicable parking fine through the Cashless System to have a vehicle unclamped. Enforcement officers will not collect fines directly. To aid in enforcement activities, the Service Provider will also provide vehicle detection sensors for all on street, off street in to track monitor the arrival departure of every vehicle that parks in a designated Parking Slot.

5.2..2. **No Parking Area** - In the event that a vehicle user is parking or has parked in a No-Parking Area, the parking enforcement officers will take a photo of the vehicle, notify the Traffic Police, immobilize the vehicle. As per Section 177 in Motor Vehicles Act 1988, a User must pay the applicable parking fine to the Traffic Police, after the payments of fine a vehicle will be unclamped. Parking enforcement officers will not collect fines directly. The JCTSL/JMC will deploy the tow truck for effective enforcement of parking; the Jabalpur City Transport Services Limited based on the enforcement plan submitted by Agency will suggest the number of tow trucks for effective enforcement of parking.

## 5.2. Customer Information

The parking enforcement System will provide information to User through various media including the Internet, smart phone applications, web portal on-street signages. User will be able to view real-time on-street, off-street occupancies applicable parking fee, enabling them to identify streets or lots with open spaces applicable rates before planning their trips. The system will also provide maps indicating where parking fees are applicable. The system will make use of social media to keep city residents apprised of new regulations parking enforcement system features.

### 5.3. Scope Timeline

- (a) The Parking enforcement Operator will cover the peak traffic area in the city which are Wright Town , Bhavatal, Naudra Bridge, Gorakhpur Market, Super Market ( Malviya Chauk ) on street and off street ( No Parking Zone ). The coverage of area may be extended in subsequent phases by the JCTSL based on the requirement and further analysis by the department for ease of the citizen.
- (b) The maximum time period for completion and initiation of the service of all identified area shall be 1 months.
- (c) Jabalpur City Transport Services Limited Jabalpur hereby requests interested Parties to respond to this call for Requests for Proposal (RFP) to develop operate the Parking enforcement System in Jabalpur.

## 6. Overview of Project

Jabalpur City Transport Services Limited Jabalpur hereby invites bids for Selection of an Agency for Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution.

### **Broadly the project includes following works:**

- To tow the vehicles from no parking zones/no parking area.
- To collect the towing fines and deposit it in escrow account.
- Comprehensive operation maintenance of all hardware software required for this project throughout the Contract period.
- To manage collected revenue as per fine fixed by Jabalpur City Transport Services Limited Jabalpur/ Traffic Department for all the Category of Parking Enforcement defined in this RFP.
- Required Asset to support/ handle parking enforcement to support Jabalpur City Transport Services Limited Jabalpur/ Traffic Police in collecting penalties as per Government policy.
- The data produced helps shape traffic behavior, with the statistics being vital for city planning.
- Links to enforcement systems could help improve parking compliance.

## 7. SCOPE OF WORK

### 7.1. TERMS OF CONTRACT

The Service Provider shall hiring towing vehicles, operating and maintaining the Parking Enforcement System of the city. Technical specifications for specific components are described.

It will include the following,

### 7.2 Infrastructure, Manpower, ICT and other facilities



The below mention requirement is given based on the assessment and current requirement, the Quantity may be increased and decreased as per the actual requirement and circumstances.

### 7.2.1 Vehicles Requirement and Minimum Specifications

- The agency shall be responsible to deploy the well maintained Towing vehicles for operation of Parking enforcement and Management system.
- The deployed vehicle shall be certified by RTO / Relevant agency for the Fitness, Pollution Control and any other mandatory clearances.
- The Vehicle shall be well equipped with Mega Phones and the announcement shall be made before towing the vehicles.

S.No.	Particulars	Minimum Requirement
01	Crane Mounted Towing Vehicle (mini)	05
02	Crane Mounted Towing Truck	05

- Each vehicle should be equipped with good quality GPS systems which will be monitored by Traffic Department.
- The Towing/Hauling/Lifting equipment (Crane) must have all valid documents to ply in Jabalpur. It should be maintained in good working condition throughout the period of contract and the registration of vehicles should not be before than year 2011 (i.e. the make of vehicles should be 2011 onwards).
- The registration number plates bearing registration number of the Towing/Hauling/Lifting equipment (Crane) shall be painted in standard size and maintained as prescribed under M.V. Rules/Act. 1.6 The Towing/Hauling/Lifting equipment (Crane) shall be got inspected by a committee on a monthly basis as constituted by Joint CP or DCP (Traffic) to ensure effective and smooth service.
- The bidder shall keep Registration papers, Insurance papers, Fitness Certificate, Driving License, and Pollution under Control Certificate etc. in each vehicle, which shall be produced by the driver as and when required by any authority.
- The vehicle service charges, oil, fuel, insurance of vehicle etc. and any type of damage shall be the responsibility of the successful bidder.
- The vehicle staff along with the dress prescribed by this office shall be provided by the bidder free of cost.
- It is the responsibility of successful bidder that every vehicle should be equipped with the following accessories:-
  - a. Digital Camera
  - b. Mic System 100 Watt capacity (Branded Co.) with 2 loud speakers.
  - c. Search Light
  - d. Flasher Light.
  - e. Safety Light Bar

- f. Under lift.
- g. Chain-Pulley in working condition, covered by adequate rubber
- h. New tyres with one Stepney wheel in each vehicle
- i. Lights/Lamps shall be available in/on the cranes as per the provisions of Central Motor Vehicle Act, 1988 Rules & Byelaws framed their under from time to time. Each crane shall have all its lights (head light, parking lights, brake lights etc.) and indicator lamps with an extra search light (facing backwards) in working order to facilitate lifting operations during darkness.
- j. First Aid box.

### 7.2.2 Wheel Clampers for Four Wheelers

- Wheel clampers shall be used for the vehicles parked in the no parking zone other than roads like public amenities where they are not blocking the roads but lead to the inconvenience to the citizens in crossing the roads and standing before any house or public amenities.
- The Clampers shall be proper bannered with the adequate process and helpline number to connect with contact person for challan payment and releasing the vehicle.
- One Wheel Clamper to be used per vehicle
- This shall be equipped with GPS and Integrated with app and Command and Control System

S.No.	Particulars	Minimum Requirement
01	Vehicle Clampers ( Four Wheeler )	30

### 7.2.3 Staff Requirement and Guidelines

- The minimum number is defined to deploy for the manpower per location and vehicle, the Same will be increase / decrease based on the number of vehicle and locations,

S.No.	Particulars	Minimum Requirement
01	Human Resources to be Deployed per Vehicle	02
02	Human Resources to be Deployed per Location identified by the department to park the towed vehicles	02

- The staff deployed on the cranes shall be adult and physically fit.
- The staff deployed on Towing/Hauling/Lifting equipment (Crane) shall be trained in the Road Safety Cell.

- The supplier and the driver/helper deputed on such equipments should not have any criminal antecedents.
- Fluorescent Safety Jackets prescribed by Traffic Police will be worn by crane staff. The jackets shall display the word “On duty with Jabalpur Traffic Police” prominently. The staff on the crane i.e. driver and helper shall be provided with uniform, along with name tag, by the supplier as prescribed by Jabalpur Police. It is the responsibility of the successful bidder to provide the same.
- During deployment, if the activities, movements, utterances or behavior of the driver and helpers are found suspicious, questionable or against the directions given from time to time, the employees shall be removed from duty and shall not be detailed in future on any equipment.
- The successful bidder shall provide Photo Identity Card(s) to his driver(s)/helper(s), which shall be duly verified by him and counter-signed by the DCP-T or his authorized representative concerned before detailing them for duty.
- 1 Driver, 1 Helper should be deployed on each vehicle, wearing uniform.
- The drivers deployed on cranes have a valid heavy commercial driving license and have a certificate regarding proficiency in safe driving from recognised institute.
- Jabalpur Traffic Police and MCJ shall not be responsible for any damage to the hired Towing/ Hauling/ Lifting equipment (Crane) due to any accident/fire/natural calamity or any unforeseen circumstances. It is purely and sole responsibility of successful bidder.

#### 7.2.4 ICT (Information Communication and Technology) Infrastructure Component

- A WhatsApp based system need to be created where the database of all towing vehicle need to be updated in real time and a centralize WhatsApp number shall be provided by the service provider and the necessary campaigning need to be done by the agency so that citizen can find the exact location of their vehicle guided by the route provided in WhatsApp message.
- The WhatsApp number shall be auto reply with the route location and necessary information about the challan in response to the vehicle number.
- The single helpline number should also support on call for the enquiry and towing related query by the citizens.

#### 7.2.5 Smartphone Application

The Concessionaire will create, host and maintain smart phone applications for android and IOS Smartphone operating systems through the contract period, the features of the application should be as below:

- a) Display current information on number of vehicles towed, real time location of towing vehicles
  - b) Creation of account for the transport and parking management team.
  - c) Available in English and Hindi languages
  - d) Integration with ITMS of Jabalpur City so that real time fines issued and collected to the enforcement authorities and link the same data to the ICCC
  - e) Responsive interface to facilitate use on a wide range of devices and supporting both IOS and Android devices with different sizes.
- IT System Control Centre - The Concessionaire will create an API to integrate with city Command and Control Centre with the capability to provide summary reports, real-time information to Jabalpur City Transport Services Limited including but not limited to the following:
    - Number of vehicles towed
    - Vehicle license plate number
    - Vehicle type
    - User ID
    - Start time
    - End time
    - Location
    - Applicable Fees
    - Payment status
    - Applicable Fines
    - Details on enforcement for the activities of all enforcement staff
    - Details of vehicles immobilized by the enforcement authorities

#### 7.2.6 Payment Collection Functionality

- The Agency shall be responsible to have the wireless handholding devices for onsite payment through the Debit card, Credit Card, National Common Mobility Card including the Payment apps integration with the account.
- Collection in cash would also be enabled and the same will be deposited in the identified account by the department.

### 7.2.7 Control Command Center Integration

- Data management, analytics Business Intelligence on real time basis
- Monitoring of real time transactions, parking enforcement
- Management of Equipment status alarms on real time basis

## 7.3 Operational Requirement

### 7.3.1 Service Providers Responsibilities

- Vehicle Identification - Identifying the vehicles parked in the no parking zone in marked areas by the traffic department Jabalpur.
- Announcement before Towing the vehicle – Need to announce with Mega Phone and check if owner is around or someone is sitting in the car so spot fine can be generated for such vehicle no towing will be required in that case.
- Vehicle Towing Service– Towing the vehicle where owner is not available and vehicle is parked on the roads and blocking the traffic in the city, the vehicle need to tow on the identified place by the traffic department in the city for different areas.
- Wheel Clamping Service – Wheel clamping for the vehicles standing in the no parking zone other than roads where they are not blocking the roads but lead to the inconvenience to the citizens in crossing the roads and standing before any house or public amenities.
- WhatsApp Number for Vehicle Information – A system need to be created where the database of all towing vehicle need to be updated in real time and a centralize WhatsApp number shall be provided by the service provider and the necessary campaigning need to be done by the agency so that citizen can find the exact location of their vehicle guided by the route provided in WhatsApp message.
- The number of Towing/Hauling/Lifting equipment (Crane) being required from time to time by JABALPUR Traffic Police can be increased or decreased by JMC as per requirement and upon periodical review of performance report of Police.
- This Towing/Hauling/Lifting equipment (Crane) shall be liable to be deployed in any traffic circle in JABALPUR on the orders of Joint SP/DSP Traffic. These Towing/Hauling/Lifting equipment (Crane) will be rotated from one circle/area to another circle/area at regular intervals as decided by Joint SP/DSP Traffic.

- In the event of the performance of Towing/Hauling/Lifting equipment (Crane) not being satisfactory, the equipment including the supplier may be blacklisted and barred from further being hired. The contract with the supplier shall stand accordingly amended and the supplier will lose the right of supplying equipment as a replacement to Traffic police. The vacancy so created shall be filled up by Joint CP/DCP Traffic from amongst other suppliers.
- The Towing/Hauling/Lifting equipment (Crane) used by the Traffic Police will display a board duly written “ON DUTY WITH JABALPUR TRAFFIC POLICE”. The board shall not be displayed while the Towing/Hauling/Lifting equipment (Crane) is off duty with JABALPUR Traffic Police i.e. while on way for reporting/leaving after duty etc. The board will be deposited with the concerned Traffic Inspector on completion of the duty hours. These boards will be arranged by the successful bidder.
- The staff on duty on each crane shall maintain a register for every Towing/Hauling/Lifting equipment (Crane), wherein the detailed record of the vehicles towed/hailed/ lifted along with time and exact location shall be entered. The immediate supervisory officer deployed on the Towing/ Hauling/ Lifting equipment (Crane) and Traffic Inspector of the area-in-charge should sign these entries.
- The traffic policeman on duty with the crane shall take photograph of every vehicle towed/hailed/lifted as proof for justification of its removal from the location. The photograph should clearly show the registration number of the vehicle, the description of the road/location etc. When a question is raised whether the vehicle was parked obstructively and its removal justified, the photograph will be used as evidence for the same.
- Agency will be responsible for complete operations maintenance of all the parking spaces for towed vehicle post takeover from Jabalpur City Transport Services Limited Jabalpur.
- To manage collect parking fine as per tariff fixed by Jabalpur Municipal Corporation for all the parking lots defined in this RFP.
- Collect applicable Parking enforcement Fees using an IT-based system (Cashless Payment System).
- Support of tow trucks of to handle parking enforcement to help Jabalpur City Transport Services Limited Jabalpur/Traffic Police in collecting the penalties as per Government policy, applicable from time to time.

- Bear all expenses towards operation of the Parking System through the entire period not claim any additional expenses.
- The Service Provider shall not carry out any other commercial activities on or near Parking System facilities unless explicitly approved by Jabalpur City Transport Services Limited Jabalpur.
- Using the data generated through the parking solution software for analytics purposes, such as time based (hourly/daily/weekly/monthly/annually) trends, area specific trends, vehicle (car– suv/sedan/hatchback, scooter, etc.) specific trends, usage vacancy periods, premium parking demand and, etc., for the purpose of better management of parking.

### 7.3.2 Departments Responsibilities

#### **(a) JCTSL Responsibilities**

- Monitoring of the Agency – The department shall be responsible for the monitoring of agency’s work.
- Fund management- Will open and manage an escrow account on behalf of municipal cooperation for settlement of funds.
- Training – Training of agency on time to time basis where the agency’s staffs can be trained for the understanding on traffic rules violations and process of challan.

#### **(B)Municipal Corporation’s Responsibilities**

- The municipal corporation would be owning this service and will be responsible for the seamless integration of all the stockholders and also be responsible to resolve all the dispute regarding the service.
- Municipal corporation will provide space and will help in developing the parking yard for towed vehicles.

### 7.4 Customer Service:

(a)Establish customer service platforms for the parking enforcement System, including a call centre, website, smart phone applications, physical kiosk, to disseminate information, assist with registrations, address grievances.

(b)Carry out marketing activities to disseminate information about the Parking System.

### 7.5 Legal:

(a)Bear all applicable National, State local taxes on purchase of equipment.

(b)Get the necessary licenses clearances from relevant authorities, such as RBI etc., for processing payments running other operations to fulfil the requirements of the parking enforcement System

(c)Bear all applicable insurance, including vehicle insurance passenger insurance as required under:

→Any Financing Agreements

- Laws of India
- Such Insurances as may be necessary in accordance with the Prudent Utility Practices.
- Judicial area will be Jabalpur

## 8. CONTRACT PERIOD

This Authorisation/Contract period is being granted for monitoring enforcement of on the on-street, off-street in in the assigned sites is for a period of 05 years (Authorisation Period ) from the date of go live.

## 9. TIME LINE

The Service Provider will be expected to meet the following timeline:  
Indicative list of deliverables timelines for Bidder

S.N.	Milestone / Deliverable	Timelines
1	Deployment of services under clause in the RFP docs 7.1.1. Infrastructure, Manpower, ICT and other facilities with initiation of Services	T+ 4 weeks
2	SOPs for Control Command Center its integration with other systems.	To+ 3 weeks
3	1st Monthly Progress Report  (Then next Monthly Progress Report will be published 1 month or 4 weeks later than 1st report; i.e. 2nd on T1+ 04 weeks )  These reports will continue for complete Period of O&M period.  These reports will have details of the parking venues covered, overall number of parking executed, parking executed by category, revenue collected, etc. Format of the report is to be discussed prepared by the Agency in consultation with Jabalpur City Transport Services Limited approved by Jabalpur Smart City Limited.	T1 + 4 weeks

Note:

- T is the date of handing over one parking lot.
- To is the date of start of first stage of the project that is implementation stage.
- To is the date of handing over all the defined agreed and go live from Jabalpur City Transport Services Limited for implementation of the project.
- T1 is the date of start of operations after Go – Live based on the agreed approved Implementation Plan with Jabalpur Smart City Limited.

## 10. AUTHORISATION PERIOD

(a)Authorisation period shall be for Five (05) years and extendable for next two years ( Year on Year Basis ) as per following detail.



- (b) Signing of Agreement within 15 days from the date of issue of Letter of Allotment (LOA).
- (c) Period of Installation of parking enforcement will be One (1) months from the date of signing of agreement or Six months Fifteen days from the date of issue of LOA whichever is less, subject to hover of clear site by Jabalpur City Transport Services Limited.
- (d) However, the Agency shall commence the parking enforcement service immediately after receiving the work order from Jabalpur City Transport Services Limited.

## 11: BID

- (a) The bid percentage will be quoted Percentage Revenue share Based on Revenue share Model.
- (c) The Applicant whose bid percentage has the lowest quoted monthly “**Percentage (%) of Revenue**” to be received for the Project (“L1 Applicant”) shall be the best preferred Agency.
- (d) The applicant shall quote the ‘**Percentage (%) of the Revenue Earned**’ (= Gross Revenue minus GST taxes as applicable) which will be provided to them as prescribed in the format given at Annexe-18.
- (e) The existing rates would be the base rate for the minimum price guarantee for revenue sharing by the agency subjected to any upward amendment in price by Sadak Suraksha committee will be applicable for the revenue sharing.

The existing rates for the parking enforcement fine for four wheeler is Rs. 500, for Three Wheeler its Rs. 300 and Rs. 250 for the two wheelers.

## 12: PAYMENT TERMS

- (a) Revenue received from towing will be kept within a bi-party account in any nationalized /scheduled bank. Jabalpur City Transport Services Limited shall have the liberty to independently audit the revenue collection any time during the Authorisation period. If any irregularity is found, the same shall be treated as breach of this agreement Jabalpur City Transport Services Limited shall have all rights to take necessary action against the Agency.
- (b) In the event of implementation of Goods Services Tax (GST), the service taxes as mentioned in above mentioned clause will be calculated based on the provisions of GST as applicable in Madhya Pradesh.

## 13. DETERMINATION OF PARKING FINES

### 13.1. PARKING FINES DETERMINATION

Jabalpur City Transport Services Limited will Decide Fine Rates for non-payment of Parking Fees

## 14. FINE FEE COLLECTION

All fee fine payments collected in parking enforcement shall be credited in full to an escrow account established by Jabalpur Smart City Limited.

## 15. PROJECT BUSINESS MODEL

(a) Parking Enforcement charges are to be collected by the Agency on behalf of Municipal Corporation Jabalpur

(b) The bid Fee will be quoted Percentage Revenue share Based on Revenue share Model.

## 16. PROPOSAL PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal its participation in the bidding process, including all types of due diligence in the process. Jabalpur City Transport Services Limited will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

## 17. DUE DILIGENCE

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

## 18. CLARIFICATION ON RFP DOCUMENT

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to Jabalpur City Transport Services Limited in writing by post, courier, or by facsimile at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting at the following addresses / fax number in order to enable Jabalpur City Transport Services Limited to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur**

**Cabin No. 5 Transport Cell, O/o Jabalpur Smart City**

**Limited, Manas Bhavan , wright town Jabalpur – 482002**

**Phone: 0761-4014501, email – [jctsl\\_2006@yahoo.co.in](mailto:jctsl_2006@yahoo.co.in) ,**

**[ceo@jctsl.org](mailto:ceo@jctsl.org) website - [www.jctsl.org](http://www.jctsl.org)**

Nothing in this section shall be taken to mean or read as compelling or requiring Jabalpur City Transport Services Limited to respond to any questions or to provide any clarification to a query. Jabalpur City Transport Services Limited reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if Jabalpur City Transport Services Limited in its sole discretion considers that no reply is necessary.

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

## 19. AMENDMENT OF BIDDING DOCUMENTS

At any time before the Deadline for Submission of Bids, Jabalpur City Transport Services Limited may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP

Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s).") If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Jabalpur City Transport Services Limited, reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on Jabalpur City Transport Services Limited for the same.

## 20. PRE BID CONFERENCE

- (a) A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), at the office of the Jabalpur City Transport Services Limited smart city office, Conference Hall Manas Bhavan, Jabalpur the Potential Bidder/Bidder's designated representative(s) are invited to attend the same.
- (b) Bidders are advised to contact Jabalpur City Transport Services Limited to indicate whether or not they will attend, if so, the number of attendee(s) their names, designation, etc., at least two (2) working days prior to the date of the pre-bid conference.
- (c) The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project site RFP document, if any.
- (d) Pursuant to the Pre Bid Meeting, the terms conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
- (e) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting
- (f) Jabalpur City Transport Services Limited may, at its sole discretion, extend the Deadline for Submission of Bids.
- (g) The Bidders should submit the queries in writing or by fax or e-mail the same should reach to Jabalpur City Transport Services Limited at least two (2) working days before the pre-bid conference along with a soft copy of the same to Jabalpur City Transport Services Limited by e-mail.
- (h) Minutes of the pre-bid conference will be sent to all Bidders, which will subsequently form an addendum to this RFP, as required.
- (i) A pre-bid conference will be held:

**Address:**

**Conference Hall Jabalpur smart city ltd office**

**Manas Bhawan Wright town Jabalpur mp**

**Email: JCTSL\_2006@yahoo.co.in**

**Date of pre-bid conference: 18 Mar,2019**

## 21. DOCUMENTS CONSTITUTING BID

The documents constituting the Bid shall be as follows:

### 21.1. Technical Bid with Online Submission of Bid Security

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

## **21.2. Financial Bid**

The Financial Bids should be in the form manner set forth in Annexe-16 should comprise of all such documents details mentioned therein.

## **22. PREPARATION OF BID**

### **22.1. Language of Bid**

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

### **22.2. Bid Currency**

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

### **22.3. Format of Earnest Money Deposit (“EMD”) or Bid Security**

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 1,00,000/- (Rupees One lakhs only) (hereinafter referred to as “Bid Security” or “EMD”), the EMD should be submitted online only on [www.mptenders.gov.in](http://www.mptenders.gov.in)

### **22.4. Currency of Bid Security**

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

### **22.5. Authentication of Bid**

The Bid Seals (Hashes) will be received online on the portal [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before 10 April, 2019 upto 15:00 Hrs.

The original the copy of the Bid shall preferably be type written shall be signed by a person or persons duly authorised by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

### **22.6. Validation of Interlineations in Bid**

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

## 23. BIDDING PROCESS / SUBMISSION OF TENDER

- (a) Duly filled signed Tenders should be submitted online one physical copy of Technical Bid addressed to the Office of the JCTSL, Manas Bhavan, Jabalpur (MP), in the sealed cover duly super scribed with Tender for **“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”** This main outer envelope should contain a separate sealed envelopes inside (A) Techno commercial Bid, after online submission on or before due date as mentioned in RFP.
- (b) Tender should be submitted online on or before due date as mentioned in RFP. The “Financial Bid” shall be opened of Technically Qualified bidders & they may attend the Tender opening proceedings, if they desire so. The rate should be kept valid for 180 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money will be forfeited in full.
- (c) The decision of the Jabalpur City Transport Services Limited to this effect shall be final binding on the tenderer(s). The bid will be opened in front of the Committee, at the Office of the Jabalpur City Transport Services Limited Jabalpur,.

## 24. VALIDITY OF OFFER

- (a) The Proposal shall remain valid for a period not less than One Eighty (180) days from the date of opening of financial bid (Offer Validity Period). Jabalpur City Transport Services Limited reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Jabalpur Smart City Limited.
- (b) A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

## 25. SITE VISIT VERIFICATION OF INFORMATION

- (a) While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder’s own risk may lead to disqualification of the bid as being non responsive.
- (b) The technical details given in Sections of this RFP are based on the site status assumptions of Jabalpur City Transport Services Limited . However, the Bidders shall be wholly responsible for all the details of their Bids, the physical site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the ‘owner’ of all the data, which forms the basis of the Bid shall have no claims whatsoever on Jabalpur City Transport Services Limited or its agencies or its Advisors regarding the accuracy of the data or designs, information, etc. furnished in the RFP.

- (c) It would be deemed that prior to the submission of the Proposal, the Bidder has:
- I. Made a complete careful examination of requirements other information set forth in this RFP document.
  - II. Examined all the relevant information as it has received from Jabalpur City Transport Services Limited in respect of the project.
- (d) Made a complete careful examination to determine the difficulties matters incidental to the performance of its obligations under the Agreement, including but not Limited to
- I. The Project Site(s)
  - II. Availability of suitable materials technology for construction operation.
  - III. All other matters that might affect its performance under the Agreement (e) Bidders shall carry out any surveys, investigations etc. at their own cost risk.
- (f) Bidders are encouraged to submit their respective Proposals after visiting the earmarked locations ascertaining for themselves with the site conditions, traffic, location, surroundings, climate, access to the sites, and availability of information with the Jabalpur Smart City Limited, Applicable Laws regulations or any other matter considered relevant by them.

## 26. LOCAL CONDITIONS

- (a) Each Bidder is expected to become fully acquainted with the local conditions factors, which may affect the performance of the contract /or the cost.
- (b) The Bidder is expected to know all conditions factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Jabalpur City Transport Services Limited shall not entertain any request for clarification from the Bidder regarding such local conditions.
- (c) It is the Bidder's responsibility that such factors have been properly investigated considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Jabalpur City Transport Services Limited . Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Jabalpur City Transport Services Limited on account of failure of the Bidder to know the local laws / conditions.

## 27. SCOPE OF BID

- (a)The JCTSL invites online tender for“**Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**”.
- (b)The Bidders are expected to submit their Bid Security online only on [www.mptenders.gov.in](http://www.mptenders.gov.in)

### **Envelope I:**

(a) Technical Bid comprising of Technical Presentation on Technology, Capability Statements of the Firm & Project Undertakings for meeting the Minimum Development Obligations, Other mandatory document listed in the bid summary towards demand on starting the bid eligibility criteria, etc., Development Controls Technical Specifications provided in Section II of the RFP (Refer Section-III of the RFP for the Formats)

(b) Bidder's Eligibility Criteria

The Applicants shall meet the following minimum eligibility criteria's:

General requirement:

The Applicant shall be either:

I. Proprietorship, or

II. Partnership Firm

III. Company - Public or Private Ltd

## 28. CONTENTS OF BIDS

**a) The Contents of Techno Commercial Bid**

**(Envelope A)** This envelope shall contain:-

(a) Firms "Techno-commercial" offer, seal signed JCTSL's tender form, terms conditions RFP Document.

(b) Tender Form for the work "**Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**"

(c) Copies of registration certificate of the firm/company, Memorandum Articles of Association in case of firms registered under the Companies Act.

(d) Tender form can be purchased online only from e-portal <http://www.mpeproc.gov.in> by making online payment of tender document fees (nonrefundable) of Rs. 5,000/- (Rupees Five Thousand Only). The last date of purchase of tender 10 Apr, 2019.

(e) Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) shall be deposited through Demand Draft or FDR from a nationalised/scheduled bank.

(f) Applicant must submit all relevant document w.r.t Technical Bid in Envelop

A. (g) any other documents required or mentioned under this bid document.

(h) Lowest bid quoted, may decide the Successful Bidder (at the discretion of the Jabalpur City Transport Services Limited Jabalpur).

## 29. PROPRIETARY DATA

- (a) All documents, reports other information provided by Jabalpur City Transport Services Limited or submitted by the Bidder to Jabalpur City Transport Services Limited shall remain or become the property of the Jabalpur Smart City Limited. The Bidder, as the case may be, is to treat all information as strictly confidential. Jabalpur City Transport Services Limited will not return any Proposal or any information related thereto. All information collected, analyses, processed or in whatever manner provided by the Bidder to Jabalpur City Transport Services Limited in relation to the project shall be the property of Jabalpur Smart City Limited.
- (b) However, the Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) that is reflected in deliverables. The Bidder shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Bidder do not use or disclose Jabalpur City Transport Services Limited confidential or pre-existing proprietary information.

### **30. TESTS OF RESPONSIVENESS**

Prior to evaluation of Bids, the Jabalpur City Transport Services Limited shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- (a) It is received as per the format defined in RFP document.
- (b) It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP;
- (c) It is signed, sealed, bound together in hard cover marked as stipulated in Clauses of this RFP;
- (d) It is accompanied by the Earnest Money Deposit (EMD); (e) It is accompanied by the Power(s) of Attorney, if applicable;
- (f) It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- (g) It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) any subsequent information given to the Applicant;
- (h) It does comply with all the Technical specifications General Terms conditions;
- (i) It does not contain any condition or qualification;
- (j) The Applicant has submitted all additional information or clarification as sought by Jabalpur City Transport Services Limited within the prescribed period;
- (k) Bids without duly signed integrity pact;
- (l) It is not non-responsive in terms thereof.

### **31. ELIGIBILITY CRITERIA**



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

### 31.1. Technical Criteria:

The Bidder/s shall possess prior experience in parking management transactions in order to be considered technically qualified:

- (a) The bidder should be an Individual Firm/Partnership Firm/Company incorporated in India operating for at least last three years.
- (b) Copies of registration certificate of the firm/company, Memorandum Articles of Association in case of firms registered under the Companies Act.
- (c) Sole Bidder/lead member in-case of consortium should be in operation for a period of at least 3 years in India as on 28 Feb,2019 (International firms can operate as a consortium in collaboration with Lead Indian partnership). Self-certified copy of Documents to establish the general requirements.
- (d) Experience of operating one IT-Based Parking System / Towing Service with ICT Solution in the previous five years (attach documents establish and the required experience)
- (e) The Lead bidder should have the IT-Based Parking System / Towing Service with ICT Solution / Towing Service
- (f) The Applicant/Lead Applicant should have a registered number of: VAT Sales Tax where his business is located,
  - Service Tax
  - Income Tax PAN
  - GST
  - The ESI & EPF registration as per labour laws
- (g) The Sole bidder or the Lead Bidder each members of the consortium member have to furnish an affidavit on Non Judicial Stamp paper of Rs. 100/-duly attested by a Notary Public indicating that, in case of a Consortium, has not been debarred blacklisted by Jabalpur Smart City Limited or by any other JSCL, Manas Bhavan of India or by any Department/Board/ Corporation of Govt. of India or of any State Govt. or any PSU as on bid submission date.
- (h) Solution Presentation – The Solution presentation covering the end-to-end proposal offering should be made to the Authority in bidding phase. The marking for the Technical presentation is mention below in technical qualification criteria.

Note:

- (a) The bidder who is a defaulter or blacklisted by Jabalpur Smart City Limited before the date of opening of techno commercial Bid cannot participate in the tender.
- (b) The agency/firm who have not paid the licensee fee to Jabalpur *Smart City Limited of previously allocated parking sites by Jabalpur Smart City Limited cannot participate in the tender.*

*(c)The bidder has to submit an undertaking that he/she is/was not associated with any such agency (As described in above point 'a' & 'b') directly or through any of his relative or sister concern.*

### **31.2. Financial Criteria:**

- (a) Sole Bidder/lead member in case of consortium should have average annual turnover of INR Rs. 50 Lakh (Rupees Fifty Lakh only) from parking management business over the last 3 Financial Years .I.e. 2015-16, 2016-17 & 2017-2018
- (b) Sole Bidder/lead member in case of consortium should have positive net worth in the last 3 Financial Years .I.e. 2015-16, 2016-17 & 2017-2018
- (C)The bidder should submit Audited Balance Sheet/CA certificates mentioning Net worth Turn Over.

#### **Note:**

I. The Bidder fulfilling the above mentioned criteria would be considered as Financially Capable

II.Last three financial years shall be reckoned as F.Y. 2015-16, 2016-17 & 2017-2018

III.Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this RFP. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

IV.Apart from these documents statement of legal capacity (as per Annexe-11 of this RFP) is required by the sole bidder or all members of the consortium.

V.Bidder will also be required to submit Joint Bidding Agreement (as per Annexe-9 of this RFP) Power of Attorney (as per Annexe-13 of this RFP) in case of Consortium

VI.In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form manner set forth in Annexure of this RFP Document along with all required documents.

VII.The Financial Bid has to quoted monthly "Percentage (%) of Revenue generated from this service" as fine.

### **31.3. PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-31, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of

Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with

legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

Sd

**Chief Executive Officer**

Jabalpur City Transport Services Limited

## 32. SELECTION PROCESS

### 32.1. Technical Evaluation Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to financial evaluations. Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria. Bidders who score 70 or above marks shall only be considered qualified move to the next stage of Technical Proof of concept (POC) financial evaluations for financial bid opening.

Sr.No.	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
1	Average annual turnover of the company in last 3 years should be more than 50 Lakh		10	Extracts from the audited Balance sheet Profit & Loss; OR Certificate from the statutory auditor OR certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder (in case of Consortium	
2	Experience of operating IT-Based Parking System in the previous five years through a contract/Authorisation.	More than 1 Projects – 20 Marks 1 Project – 10 marks Less than 1 – 0 marks	20	Work Order or Agreement or Completion certificates (in case project is complete) of the cited project.	
3	Experience of operating in towing Service in the previous five years through a contract/Authorisation.	1 Project – 10 marks Less than 1 – 0 marks	10	Work Order or Agreement or Completion certificates (in case project is complete) of the cited project.	
4	<b>Solution Presentation</b>		60		
A	Solution Presentation to the Authority <ul style="list-style-type: none"> <li>Firm Capabilities Experience</li> <li>Solution Proposal Offered in term of Overall Architecture; Solution Design; Phase-wise Support &amp; Maintenance.</li> </ul> The Bidder should also propose Approach and Methodology of project execution. The detailed implementation approach for the proposed model along with		30	The Presentation to be made on the given date in the RFP	

Sr. No.	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
B	<p>Proposed parking enforcement solution in Adequacy appropriateness of</p> <ul style="list-style-type: none"> <li>Proposed end-to-end Solution coverage including near-futuristic requirements</li> <li>Proposed Architecture &amp; Design considerations</li> <li>Proposed Operational Strategy</li> <li>Availability Plan for Vehicle and Manpower</li> <li>Ease for Citizen in terms of Service</li> <li>Ease of Payment to Citizen</li> <li>Other facilities to Citizen</li> <li>Proposed Support &amp; Maintenance Plan.</li> <li>Quality &amp; Test Management Plan.</li> <li>Environmental friendly on Safety &amp; Security features.</li> <li>Overall conformance to stipulated requirements</li> </ul>		15	It will be conducted based on the schedule mentioned in RFP	
C	<p>Proposed End-To-End Integrated parking enforcement System</p> <ul style="list-style-type: none"> <li>IT Enabled Operation</li> <li>App Development and Functionalities</li> <li>Integration with Intelligent Traffic Monitoring System</li> <li>Integration with ICCC</li> <li>GPS Monitoring of Vehicle and Clampers</li> <li>Cashless Payment Mechanism</li> <li>Reporting and Dashboards</li> <li>IT Enabled Enforcement (Inside Parking &amp; In No Parking Areas)</li> </ul>		15	It will be conducted based on the schedule mentioned in RFP	
<b>Total</b>			<b>100</b>		

### 32.2. Technical Scoring Evaluation:

- For the purpose of arriving at Technical Score, the bid shall be evaluated against the Technical Parameters, with respective marks allocated, as given in RFP document.
- The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the following minimum Qualifying Marks to qualify in the Technical Evaluation Criteria: Seventy (70) marks out of total 100 marks of Technical Evaluation criteria.
- The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.

(d) However, based on the quantum of qualified proposals, it is the discretion of The Authority to decide the cut-off (lower than 70) marks of Technical evaluation for qualification of Applicants. The Applicants who scored equal or more than cut-off marks will be considered qualified for financial bid opening evaluation.

(e) In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

(f) In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

### 33. PROPOSED TECHNICAL SOLUTION FOR PROJECT

**Technical Solution Proposed for the Project (Approach, Methodology, Project Management, Execution Methodology, and SLA Management)**

### 34. EVALUATION FOR PREFERRED APPLICANT (AGENCY)

(a) The Applicant whose Financial Bid has the lowest quoted monthly bid percentage as **“Percentage (%) of Revenue Earned”** to be payable to the Jabalpur City Transport Services Limited for the Project (“L1 Applicant”) shall be the best preferred applicant (Agency).

(b) In the event that two or more Applicants secure exactly the same bidding percentage in respect of the Project, then the Preferred Applicant (Agency) will be selected in the following manner:

(C) The Applicant who’s Technical Score is highest for the Project among such Applicant having same Authorisation Fee will be declared as Preferred Applicant (Agency).

### 35. APPOINTMENT OF AGENCY

(a) After selection of Preferred Applicant in terms of Clauses of this RFP, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Jabalpur City Transport Services Limited to the Preferred Applicant (Agency) the Preferred Applicant (Agency) shall, within 7 (seven) days of the receipt of the LOA, sign return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant (Agency) is not received by the stipulated date, the Jabalpur City Transport Services Limited may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant (Agency) to acknowledge the LOA.

(b) Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, Jabalpur City Transport Services Limited reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, without assigning any reasons thereof.

(c) Upon issue of LOA to the Preferred Applicant, Jabalpur City Transport Services Limited will release the EMD of all Applicants, except the Preferred Applicant (Agency).

(d) After acknowledgement of the LOA as aforesaid by the Preferred Applicant (Agency), it shall cause the Preferred Applicant (Agency) to execute the Agreement within the period prescribed. The Preferred Applicant (Agency) shall not be entitled to seek any deviation, modification or amendment in the Agreement.

## 36. TERM OF THE AGREEMENT

The term of this Agreement shall be a period of Five (05) years from the date of signing of this Agreement or handing over of Parking lots whichever is later. The Agreement period shall not be extended beyond Five (05) years in any case.

## 37. EARNEST MONEY DEPOSIT (EMD)

(a) The tenderers are required to submit Earnest Money Deposit (EMD) of Rs. 1, 00,000/- (Rupees One lakhs only) be deposit online only on [www.mptender.gov.in](http://www.mptender.gov.in) (No other mode of payment shall be accepted). Tenders not accompanied by earnest money are liable for summary rejection.

(b) The earnest money of successful bidder shall be returned once the Successful Bidder submits the performance security. The EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD / Security deposit.

(c) The Executive Director, JCTSL, Jabalpur reserves its right to make recovery of claims, if any, from the EMD deposited against this tender.

(d) Earnest money shall be liable to be forfeited by the Jabalpur City Transport Services Limited Jabalpur or any other official authorised by the Jabalpur City Transport Services Limited Jabalpur on ground if the bid are withdrawn by the tenderer(s) before opening the tender or within 60 days of the opening of the tender.

(e) Any offer, which is not accompanied by the requisite Earnest Money Deposit, shall be rejected outright.

(f) The EMD of the other bidders shall be returned in accordance with other conditions of this RFP.

(g) The EMD shall however be forfeited in the following cases:

- I. If the bidder withdraws its proposal (offer) during the interval between the Proposal Due Date expiration of the Proposal Validity Period;
- II. If the successful bidder fails to unconditionally accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by Jabalpur Smart City Limited;
- III. If the successful bidder fails to sign the Agreement /or make the performance security within the time specified in this document, or any extension thereof granted by Jabalpur Smart City Limited.

### **38. PERFORMANCE SECURITY**

- (a) The Agency shall have to submit the Performance Security deposit in form of a Bank Guarantee in favour of JCTSL by a Scheduled/ Nationalised bank for an amount of Rs.10,00,000/- (Rupees Ten Lakhs), to the Jabalpur City Transport Services Limited within 15 (fifteen) days from the date of receipt of Letter of Acceptance.
- (c) In case, the Preferred Applicant fails to submit Performance Security within the time stipulated, the Jabalpur City Transport Services Limited at its discretion may cancel the Letter of Acceptance issued to the Preferred Applicant without giving any notice may invoke the EMD of such Preferred Applicant.
- (d) No interest will be payable to the tenderer on the Performance Security deposited with the Jabalpur Smart City Limited.
- (e) The Performance Security will remain freeze during the entire authorisation period of 05 Years or up to the period of extended contract it will not be released to Agency.
- (f) The amount of Performance Security as Security deposit shall be forfeited if the Agency absconds or fails to perform the contract at any time during the Authorisation Period. Further, if it is observed at any time during the authorisation period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated performance security shall also be forfeited.
- (g) The amount of the performance security as security deposit shall be forfeited if the Agency fails to perform the contract at anytime in such other events as are elsewhere provided in the contract.

### **39. RELEASE OF PERFORMANCE SECURITY**

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- (a) After successful implementation of this project;
- (b) Successful managing, operation maintenance of all the services under this agreement;
- (c) Payment of all the penalties throughout implementation, operation maintenance period;
- (d) Payment of all Authorisation fees as per agreement along with penalties, if any;
- (e) At the end of the Authorisation period, Performance Bank Guarantee of Agency will be released after successful handing over all the parking lots, assets services, including all hardware, software, network services in working conditions. If any deficiency noticed at the time of handing over the Agency has to get rectified/replaced the same at his own cost within 15 days otherwise Jabalpur City Transport Services Limited will get it rectified at the risk cost of the Agency.
- (f) On production of clearance for all applicable dues, if any.

### **40. SIGNING OF AGREEMENT**

- (a) Subsequent to Jabalpur City Transport Services Limited issuing Letter of Acceptance (LoA) to the Preferred Applicant, the Preferred Applicant shall execute the Agreement with the Jabalpur City Transport Services Limited within a period of one month from the date of



issue of the Letter of Acceptance subject to the condition that the Performance Security has been deposited by the Preferred Applicant within the prescribed period.

- (b) Failure of the Preferred Applicant to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify Jabalpur City Transport Services Limited for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.
- (c) Notwithstanding anything to the contrary mentioned above, Jabalpur City Transport Services Limited at its sole discretion shall have the right to extend the time lines for execution of Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

## 41. DISPUTES

- (a) If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms conditions or any matter or thing in any way connected with or in connection with or arising out of the Agreement for the **“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**, or the rights, duties or liabilities of any Party under the Agreement, whether before or after the termination of the Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage.
- (b) The Jabalpur City Transport Services Limited Jabalpur shall chair the Dispute Settlement Committee. The authorised representative of the Agency will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Agency of its liability to continue make the payment of the license fee as stipulated in the Agreement.

## 42. DISQUALIFICATION

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- (a) Submit the tender document after the date mentioned in advertisement.
- (b) Made misleading or false representations in the forms, statements experiences submitted in proof of the qualification requirements.

- (c) Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- (d) Failed to provide any clarifications related thereto.
- (e) Where the bidder has already submitted the tender document is a member of entity, which has already submitted the tender document, or vice versa.
- (f) If any member of an entity is replaced or withdraws, except without prior written permission of Jabalpur City Transport Services Limited at any stage.
- (g) The successful bidder is not allowed to sub-lease the assigned parking spaces.
- (h) Violates any other condition mentioned herein before/herein after.
- (i) If any such information which would have entitled Jabalpur City Transport Services Limited to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, Jabalpur City Transport Services Limited reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- (j) Where the applicant is a Joint Venture/Partnership firm or an entity of similar nature, Jabalpur City Transport Services Limited may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- (k) Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- (l) Where the bidder has been declared as defaulter or blacklisted by Jabalpur City Transport Services Limited before the date of opening of techno commercial Bid.

## **43. TAXES**

- (a) The Agency shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Service tax, etc., to be paid to Government/ Statutory bodies / Authorities , etc., for the services rendered by it. There will be no tax liability upon the Jabalpur City Transport Services Limited whatsoever on any account.
- (b) The Agency indemnifies Jabalpur City Transport Services Limited from any claims that may arise from the statutory authorities in connection with this License.
- (c) The Agency should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws, etc., at no point of time should the Jabalpur City Transport Services Limited be drawn into litigation on these counts.

## **44. ROLES & RESPONSIBILITIES**

### **44.1. JABALPUR CITY TRANSPORT SERVICES LIMITED**

Jabalpur City Transport Services Limited agrees to observe, comply perform the following:

- (b) The Agency has to incur all expenses: The Agency shall incur all expenses related to enforcement System. Under No circumstances Jabalpur City Transport Services Limited shall bear any charges related to the installation erection maintenance of the parking enforcement System. The Agency shall have to get the structural plans approved by the Structural Engineer of good repute duly approved by Jabalpur City Transport Services Limited , at his own cost.

- (c) Minimum space required for parking of towed vehicles, will be provided free of cost by Jabalpur City Transport Services Limited . However, any Electrical work required will be the responsibility of the Agency at his cost.
- (d) The Agency is also allowed to install the Outdoor Media Device i.e. MUPI/information panels only on off-street parking in locations, subject to the approval of Jabalpur City Transport Services Limited . The maximum space allowed to install the information panels will be 10% of the parking space or 300 square feet which ever is less. Any violation shall result in immediate cancellation of the contract without any prior notice.
- (e) The format for advertisement will only be MUPI /Informational panels of defined size only, subject to the approval of Jabalpur City Transport Services Limited .
- (f) Jabalpur City Transport Services Limited will provide only built-up space for setting up of Central Control Centre Agency have to arrange data points incur all the cost associated with setting up of Central Control Centre.
- (g) At the end of the Authorisation period, all rights given to the Agency shall be terminated automatically.
- (h) Jabalpur City Transport Services Limited shall provide single window clearance, where Jabalpur City Transport Services Limited has full control jurisdiction, to the Agency for the purpose of this RFP document.
- (i) Areas for no parking towing are to be defined by Jabalpur City Transport Services Limited in consultation with Traffic Police department.
- (j) Parking yard for towed vehicles shall be provided by Jabalpur Smart City Limited/ Traffic Police . However, the same shall be managed by the Agency.

## 44.2. AGENCY

The Agency role, responsibilities obligations relating to the Project are provided herein below:

- (a)
- (b) Operate, maintain manage all hardware, software services covered in this RFP document throughout the Authorisation Period.
- (c) The Agency shall provide connectivity (electrical, network, etc.) within the parking yard devices / equipment, such as LED signage including variable messages sign boards, handheld device (fall back device), , manual pay station, Central Control Centre, built / installed under this RFP document, parking enforcement through out the Authorisation Period.
- (d) The Agency will be responsible for all civil installation work related to network connectivity, power supply extensions to devices, installation of devices equipment, any other networking, communication, infrastructure requirements related to any work under this RFP document.
- (e) Watch ward of the assets/services created in this project. The Agency has to replace the vehicle(s) / equipment(s) /device(s) in case of any service deterioration, loss due to any other reasons, which affects the services/assets under this project.

- (f) Agency shall arrange FTTH / broad connection at each of the parking lot to bring parking related data on real-time basis
- (j) Engage adequate battery bank to ensure uninterrupted power supply to all hardware (equipment, devices, etc.) covered under this RFP document.
- (k) All physical assets created (such as parking yard) under this RFP as per Bill of Materials (BoM), will become the property of Jabalpur City Transport Services Limited at the end of Authorisation Period or at termination of the Authorisation, whichever is earlier, the Agency will not have any legal right on these assets.
- (p) Agency to deposit BG/FDR/DD as a refundable security deposit with the Jabalpur City Transport Services Limited as per the provisions of this RFP, which will be released within nine months from the date of end of Authorisation Period, only upon successful completion of the work settlement of all dues (unless the said amount is forfeited for any breach of contract) that the said Security Deposit shall not carry any interest.
- (q) For any information regarding parking yard, towed vehicle, complaint registration by users, provisions shall be made by the Agency about parking enforcement Mobile Application in a web portal. Dedicated WhatsApp number/Help line number shall be provided to users for any complaints/suggestions/feedback. The same shall be monitored by the Agency adequate responses shall be deliver to users within 48 hours. The Agency shall provide a weekly report to the JCTSL every Monday on the number of vehicles towed, complaints received during the previous week (Monday to Sunday) the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the Agency.
- (v) The Agency shall integrate the parking enforcement Mobile Application the web portal with the Jabalpur City Transport Services Limited App, with the Jabalpur City Transport Services Limited Command & Control Centre, as when such Command Control Centre will be set-up by the Jabalpur City Transport Services Limited by itself or through any other Agency.
- (x) Ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot.
- (z) Responsible for the enforcement of parking no-parking areas, removal of unauthorised parked vehicle from area, which is provided as Annex-1, other than specified parking lots. The Agency shall deploy Tow-Truck for towing of illegally parked vehicles in the parking area in no-parking areas. Specifications/requirements of Tow-truck are defined in this RFP.
- (aa) Undertake all measures for Cyber security, protection of information communication technology systems of this project from cyber-attacks that are purposeful attempts by unauthorised persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Agency will detect, analysis do mitigation of vulnerabilities protect Central Control Centre including Data Centre from cyber-attacks throughout the Authorisation Period.
- (bb) Propose additional measures to increase occupancy of parking lots. However, the Agency will be required to take approval from Jabalpur City Transport Services Limited before implementation of any measures to improve the parking efficiency.

(dd)The Agency will provide necessary support, data other required information for integration of parking enforcement solution with Central Command Control Centre of Jabalpur City Transport Services Limited , as when such Command Control Centre will be set-up by Jabalpur City Transport Services Limited by itself or through any other Agency in future.

(ee)Responsible for providing security at the parking yards, shall report crimes in parking lots to Jabalpur Police Jabalpur Smart City Limited/ Traffic police without fail.

## **45. AGENCY RESPONSIBILITY FOR PUBLIC LIABILITY AGAINST ALL CLAIMS, ACT LOSSES ETC**

The Agency shall indemnify the JCTSL, Manas Bhavan against all claims, actions, demands, losses, charges, cost of expenses, which the Jabalpur City Transport Services Limited has to incur, or which may occur on account of infringement of any of these conditions by the Agency or on any other account whatsoever. The Agency shall obtain a public liability policy of insurance in respect of Jabalpur City Transport Services Limited allotted to him.

## **46:THE JCTSL, AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT**

If the Agency shall neglect or fail to do not handing which he is required to do under the Provisions of the contract, the Jabalpur City Transport Services Limited Jabalpur or any other authorised Person may serve a notice on the Agency asking him to do the things agreed upon as Aforesaid on their neglect or failure to do as directed, cause the same to be done recover the cost thereof from the Agency without prejudice to any other rights, the Jabalpur City Transport Services Limited may have on account of such default.

## **47: TERMINATION OF CONTRACT ON BREACH**

### **47.1. By Jabalpur City Transport Services Limited**

(a)The Jabalpur City Transport Services Limited may, by not less than 90 (ninety) days' written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- I. The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 90 (ninety) days of receipt of such notice of suspension or within such further period as the Jabalpur City Transport Services Limited may have subsequently granted in writing;
- II. The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- III. The Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;

IV. The Bidder submits to the Jabalpur City Transport Services Limited a statement which has a material effect on the rights, obligations or interests of the Jabalpur City Transport Services Limited which the Bidder knows to be false;

V. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;

VI. As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

VII. the Jabalpur City Transport Services Limited, in its sole discretion for any reason whatsoever, decides to terminate this Agreement.

(b) In case of breach by the Agency of any terms conditions of the RFP or that of agreement, the JCTSL or his authorised representatives shall have absolute right to terminate the contract without notice to the Agency cause the advertisements removed at the risk cost of the Agency forfeit the Authorisation Fee for unexpired period the security deposit. The Jabalpur City Transport Services Limited reserves its right to forfeit security deposit even before termination of the contract on breach.

(c) It is further agreed that the Agency shall not commit any breach of the terms conditions of the agreement in the unlikely event of any other breach, the Jabalpur City Transport Services Limited shall give notice calling upon the Agency to rectify/remedy the breach, to satisfy the Jabalpur City Transport Services Limited about there being no breach satisfy the Municipal

Corporation Jabalpur within a period of 30 days from the date of notice otherwise the Municipal

Corporation Jabalpur shall be entitled to terminate the agreement without giving any further

notice in that event the Jabalpur City Transport Services Limited shall be entitled to recover all its dues which can be adjusted from the dues of Agency if any found due to him.

## 47.2. By Agency

The Bidder may, by not less than 90 (ninety) days' written notice to the Jabalpur City Transport Services Limited, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

(a) The Jabalpur City Transport Services Limited fails to pay any money due to the Bidder pursuant to this Agreement not subject to dispute pursuant to Clauses of this RFP hereof within 45 (forty five) days after receiving written notice from the Bidder that such payment is overdue;

(b) The Jabalpur City Transport Services Limited is in material breach of its obligations pursuant to this Agreement has not remedied the same within 45 (forty five) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Jabalpur City Transport Services Limited of the Bidder's notice specifying such breach;

(c) As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(d) The Jabalpur City Transport Services Limited fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

## **48. SHIFTING / REMOVAL / DEMANDOLITION OF parking enforcement SYSTEM**

The Jabalpur City Transport Services Limited Jabalpur or his authorised representative shall have the right to have the parking enforcement System demand polished, discontinued, shifted or removed at any time during the period of contract without any prior notice to the Agency for any reason whatsoever. In the event of such removal or shifting, the Agency may be permitted at the discretion of Jabalpur City Transport Services Limited Jabalpur to develop the parking enforcement System on the alternative site if constructed / allotted if available. The locations may be changed / relocated for the reasons beyond the control of Jabalpur City Transport Services Limited . The Bidders must themselves verify sites other details as needed for bidding. The Agency shall re-commission the parking enforcement System / Project Facility or the affected part thereof on receiving the instructions from Jabalpur City Transport Services Limited in this regard. In such a case the cost of relocation of any / all the parking enforcement System shall be borne by the Agency as per the instructions from Jabalpur City Transport Services Limited the parking enforcement System shall be relocated & decommissioned within 15 days. If the parking enforcement System has been damaged because of natural calamity, riots, fire, and accident or asked to remove for any legal dispute, Jabalpur City Transport Services Limited under no circumstances will not reimburse the Agency for such damage or removal.

## **49. TRANSFER OF RIGHTS**

The Agency shall not assign or transfer the rights hereby granted to him to any person or persons, firm or company whatsoever or whatsoever in any manner including by way of subcontract, agency or in any other manner without intimating in writing to Executive Director Jabalpur City Transport Services Limited .

## **50. ACCEPTANCE / REJECTION OF TENDER**

The Jabalpur City Transport Services Limited Services Limited, Jabalpur reserves the right to accept or reject any tender without assigning any reason.

## **51. JURISDICTION OF COURT**

The courts located in JABALPUR (M.P) only shall have Jurisdiction to try decide the matter / dispute between the parties.

## **52. WRITTEN AGREEMENT**

The Agency will have to enter into an agreement with the Jabalpur City Transport Services Limited for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by Jabalpur City Transport Services Limited Jabalpur. Such tenderer shall have to furnish two non-judicial stamp paper Rs.100/-each within ten days from the date of issue of offer letter. An Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.

All documents submit by Agency at the time of Tender will be the part of Agreement.

## 53. ENTIRE AGREEMENT

This Agreement the Annexes together constitute a complete exclusive statement of the terms of the agreement between the Parties on the subject hereof, no amendment or Modification hereto shall be valid effective unless such modification or amendment is agreed to in writing by the Parties duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral under stings, offers or other communications of every kind pertaining to this Agreement are abrogated withdrawn; provided, however, that the obligations of the Bidder arising out of the provisions of the RFP shall continue to subsist shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

## 54. FORCE MAJEURE

### 54.1. Definition

- (a) For the purposes of this Agreement, “**Force Majeure** means an event which is beyond the reasonable control of a Party, which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, includes, but is not Limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 54.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care reasonable alternative measures, all with the objective of carrying out the terms conditions of this Agreement.

### 54.3. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature cause of such event, shall similarly give notice of the restoration of normal conditions as soon as possible.



(c)The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 54.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 54.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for Additional Costs reasonably necessarily incurred by it during such period for the purposes of the Services in reactivating the Services after the end of such period.

#### 54.6. Consultation

Not later than 30 (thirty) days after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 55: COUNTER OFFER

No counter request/offer will be acceptable to the Jabalpur City Transport Services Limited once the tender process is initiated.

### 56: DISPUTE SETTLEMENT MECHANISM

If any dispute or difference or claims of any kind arises between the Parties in connection with erection/installation, construction, interpretation or application of any terms conditions or any matter or handing in any way connected with or in connection with or arising out of the Agreement for the **“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”** or the rights, duties or liabilities of any Party under the Agreement, whether before or after the termination of the Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. Jabalpur City Transport Services Limited Jabalpur shall chair the Dispute Settlement Committee. The authorised representative of the Agency will be allowed to participate in the Dispute Settlement procedure.

If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Agency of its liability to continue make the payment of the license fee as stipulated in the Agreement.

**ACTION II**  
**DEVELOPMENT, OPERATION**

**TECHNICAL SPECIFICATI**

## 57. ENFORCEMENT SYSTEM

The Service Provider will operate enforcement activities as follows:

- (a) Conduct period from checks of a sample of vehicles in all Paid Parking Lots Paid Block Faces to determine the vehicles are paid or unpaid. The checks should be carried out at least every 40 minutes will rely on verification of the vehicle license plate number. The system will create a record for every vehicle observed with details such as the time of observation license plate number.
- (b) )Install vehicle detection sensors for all on street, off street in multi-level parking to track monitor the arrival departure of every vehicle that parks in a designated Parking Slot send real-time information to the enforcement system on such Parking Events.
- (c) The Service Provider will procure operate tow truck immobilization devices for cars, two wheelers, auto rickshaws, other common vehicle types found in the Service Provider's Zones.
- (d) If a vehicle in an on-street, off-street in is found to be unpaid, the System will immediately record the violation in the IT system place a fine on the vehicle record. The Service Provider will take photos to document the location license plate of the vehicle. The Service Provider will immobilise the vehicle the System will alert the vehicle user by text message or through a smart phone application. Recording of the violation immobilization will occur after a grace period after the time of observation specified by Jabalpur City Transport Services Limited. If the vehicle user pays the Parking Fee before the end of the grace period, the System will not record a violation. Identification of an unpaid vehicle starts a Parking Event.
- (e) The immobilisation device will be removed after the fine has been cleared or control of the vehicle has been transferred to a concerned authority. Removal of the immobilisation device ends the Parking Event.
- (f) The system must record archive images of all parking violations.
- (g) The Agency shall deploy Tow Truck (as per requirement subject to a minimum of three numbers) for towing of illegally parked vehicles, in the area defined in this RFP shall be accompanied by Traffic police personnel. The Agency will tow vehicles parked in an unauthorized manner to the nearby parking space which is less utilised or at space designated for this purpose by the Jabalpur City Transport Services Limited /Traffic Police. Traffic Police will charge penalty as well as towing charges from the owner of the vehicle. The towing charges for each vehicle will be handed over to the Agency. Initially the numbers of Tow trucks required will be more.
- (h) If the unauthorised parked vehicle is not in a position to be towed away, the Agency will arrange to put jammers/immobilise in the wheels of the vehicle, so that Traffic Police personnel are able to fine the vehicle. Necessary information regarding towed vehicles will be updated on the parking enforcementApp web portal immediately. Additionally, information regarding details of towed vehicles shall be available to users through a dedicated helpline number. The dedicated helpline will be operated by the Agency.
- (I) The Agency shall take necessary precautions while towing of vehicle with regard to safety of the vehicle. Any damage caused to vehicle during towing will be the liability of Agency.

## 58. REPORTING MONITORING

### 58.1. REPORTING

Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance, etc.

(a) To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by Jabalpur Smart city limited.

(b) To provide for flexible report formats, in .xls, .txt or any other user-friendly structure including depending on the request of the Jabalpur City Transport Services Limited from time to time.

(c) Reports should be available remotely also in Jabalpur City Transport Services Limited through electronic means like web based access with password security emails, etc. The report should include latest data, if the authorised report seeker does not specify period.

(d) To develop implement requisite application for hosting/updating of other information (i.e. information not available in Jabalpur City Transport Services Limited backend systems, like FAQ, service details, etc.) in its system as well as on website notified by Jabalpur City Transport Services Limited.

### 58.2. MONITORING

A facility should be available for Jabalpur City Transport Services Limited monitoring team, external & internal

auditors to periodically inspect the functioning of Call Centre. The monitoring team should be able to access all sub-systems/servers, records in respect of Information Technology, security Measures including Data & Software Back-ups, firewalls, anti-virus software updates, etc. Additionally,

(a) Jabalpur City Transport Services Limited may also deploy tools to monitor performance of various systems to rule out any possibility of tampering the data, which may have an effect on billing of the Vendor.

(b) It should be possible to remotely monitor performance on all SLAs/KPIs also of all the applications provided by the system i.e. real-time ACD statistics, calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer, etc., by designated Call Centre Coordinator or Call Centre in-charge.

### 58.3. SERVICE LEVEL AGREEMENT

(a) The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Bidder to End Customer Jabalpur City Transport Services Limited 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.

(b) The Agency Jabalpur City Transport Services Limited shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.

(c)The Agency agrees to the following SLA parameters while providing services to the customers/callers through the established Jabalpur City Transport Services Limited Call Center. The SLAs shall be monitored periodically non-adherence of these SLAs is bound to attract penalties as described in the following Clauses. However, the penalties shall be applicable only after the 2nd (Second) month of the operation of Agency Control Room.

S. No	Service Description	Level	Service Level	Penalty
1	Towing Vehicle Availability		The Towing Vehicles shall be available for the all days, In case of breakdown / unavailability of vehicles the successful bidder shall arrange the other vehicles.	Penalty of Rs. 2500/- (Rupees Five Thousand only) per Vehicle per day of default till the Resolution / Compliance.
2	Number of vehicles to be towed		Minimum monthly target for bidder is to tow 600 Four / Three Wheeler and 1000 Two Wheelers including Clamping Service	Penalty would equivalent to revenue share of agency for breach in the target number Breach = Target Vehicle – Actual towed Vehicles
3	Manpower Availability		Manpower at Base Location / Nagar Nigam where challan need to be deposited	Number of complaints registered and found true in Nagar Nigam Call center related to non- availability of manpower ; would invite Rs. 1000 per complaint
4	Misconduct in Towing of Vehicles		The operator shall not tow the vehicles which are not parked obstructively with the motive to maximize his profits. Also malpractice or corrupt practice by the employee engaged by the successful bidder. If any complaint is received and found true.	Penalty for Rs. 1000 Per Instances

#### 58.4. REVIEW OF SLA PARAMETERS

The SLA design is based on the scope of services 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. Jabalpur Smart City Limited, after thorough analysis of the monthly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters update this agreement. If the revision occurs, then the revised SLAs would be final binding for the rest of the term of the contract.

**DECLARATION**

I/WE declare that I/WE have read the above terms conditions for ***“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”*** the rates quoted by me/us to which I/WE have subscribed my/our signatures. I/WE undertake to abide by the said terms conditions the rate quoted by me/us. I/We am/are major on the date of making this declaration.

**Signature of the Tenderer**

**Name:**

**Address:**

**Dated:**

**Witness:**

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**1.**

**Name:**

**Address:**

**Dated:**

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**2.**

**Name:**

**Address:**

**Dated:**

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**SECTION III**  
**FORMATS FOR BID SUBMISSION**

### **ANNEXE - 3 - COVERING LETTER**

{To be printed on the authorized Letterhead of the Applicant, including full postal address, telephone, faxes e-mail address}

Dated: .....

**To,**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur**

**Cabin No. 5 Transport Cell, O/o Jabalpur Smart City**

**Limited, Manas Bhavan , wright town Jabalpur – 482002**

**Phone: 0761-4014501, email – JCTSL\_2006@yahoo.co.in**

**website - www.JCTSL.org**

**Subject: Submission of Bid for“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

Respected Madam:

1. We are submitting this Bid (Proposal) on our own.
2. Having visited the site examined the RFP Documents, for the execution of the Agreement for the captioned Project, we the undersigned offer to finance, construct, operate & maintain the whole of the said ‘Project’ for the Authorization Period in conformity with the RFP.
3. This Bid your written acceptance of it shall form part of the Project Agreements to be signed between the Agency the Jabalpur Smart City Limited. If a Bidder is nominated as Preferred/ Successful Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities experience of the Bidder taken together. We understand that the bases for our qualification will be the complete Bid documents submitted along with this letter, that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
  - a) if we fail to meet the Minimum Development Obligations /or Technical specifications /or the Performance Standards according to the conditions/stipulations of the RFP/Agreement, OR
  - b) If we fail to offer provide required facilities to Jabalpur City Transport Services Limited or its Authorised Representative for carrying out the inspection of works, operations performance, then Jabalpur City Transport Services Limited or its representative shall be at liberty to take action in accordance with the RFP/ Agreement.
5. We undertake, if our Bid is accepted, we will complete the Project, commence operations maintain the project facilities as per the RFP/Agreement.





**ANNEXE - 4 – PROJECT UNDERTAKING  
(On the Letter Head of the Bidder)**

Date ----

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur  
Cabin No. 5 Transport Cell, O/o Jabalpur Smart City  
Limited, Manas Bhavan , wright town Jabalpur – 482002  
Phone: 0761-4014501, email – JCTSL\_2006@yahoo.co.in  
website - www.JCTSL.org**

**Subject: Submission of Bid for“*Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model*”**

We have read understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by Jabalpur Smart City Limited.

We hereby agree undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent confirm that our Proposal is unqualified unconditional in all respects we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

Dated this ..... Day of.....2017

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

**TECHNICAL PROPOSAL FORMATS**

**ANNEXE - 5 - FORMAT FOR LETTER OF UNDERTAKING FOR TECHNICAL BID  
[On the Letter Head of the Bidder]**

**Date:**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur  
Cabin No. 5 Transport Cell, O/o Jabalpur Smart City Limited,  
Manas Bhavan , wright town Jabalpur – 482002 Phone: 0761-  
4014501, email – [JCTSL\\_2006@yahoo.co.in](mailto:JCTSL_2006@yahoo.co.in) website -  
[www.JCTSL.org](http://www.JCTSL.org)**

**Subject: Submission of Bid for“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

Respected Sir/ Madam,

As a part of the Bid for“**Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**” we hereby agree to develop operate the Project as per the requirements stipulated in the RFP. We hereby undertake that if the Project is awarded to us, we will meet requirements as specified hereunder hereby give our compliance for the same.

- (a)Proof for Eligibility Criteria
- (b)Statement of Legal Capacity (as per the format provided in RFP)
- (c)Power of Attorney (of lead bidder in case of consortium - as per the format provided in RFP) (d)Joint Bidding Agreement (in case of Consortium)
- (e)Project Approach Methodology Paper
- (f)CV of Key Personnel (as per the format provided in RFP)
- (g)Relevant past Experience as requested in the RFP Technical Evaluation Criteria (h)Bill of Material (as per the RFP)

We hereby assure Jabalpur City Transport Services Limited guarantee that in future, from time to time whenever we are required to undertake or follow any specific guideline/law, we shall do the needful as required as required to ensure that the project the Agency comply with the legal requirements.

We hereby declare that all the information statements made in this Proposal are true accept that any misinterpretation contained in it may lead to our disqualification.

**Yours faithfully,**

**(Signature of Authorised  
Signatory) (Name, Title,  
Address, Date**

**ANNEXE - 6 - FORMAT FOR LETTER OF APPLICATION  
(On the Letterhead of the Applicant or Lead Member in case of  
Consortium)**

**Date:**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur**

**Cabin No. 5 Transport Cell, O/o Jabalpur Smart City**

**Limited, Manas Bhavan , wright town Jabalpur – 482002**

**Phone: 0761-4014501, email – JCTSL\_2006@yahoo.co.in**

**website - www.JCTSL.org**

Respected Sir/Madam,

1. Being duly authorised to represent act on behalf of .....  
(Herein

after "the Applicant"), having reviewed fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder for the Project of **“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

2. Jabalpur City Transport Services Limited its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, information submitted in connection with this application, to seek clarification from our banker’s clients regarding any financial technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any institution, to provide such information deemed necessary to verify statements information provided in this application, or with regard to the resources, experience, and our competence.

3. This Application is made in the full understanding that:

a) Bids by Qualified Applicants (Bidders) will be subject to verification of all information submitted for qualification at the time of bidding;

b) Jabalpur City Transport Services Limited reserves the right to reject or accept any Application, cancel the qualification process, reject all Applications;

c) Jabalpur City Transport Services Limited its authorized representatives, consultants, advisors, etc., shall not be liable for any such actions shall be under no obligation to inform the Applicant of the grounds for them.

d) The undersigned declare that the statements made the information provided in the duly completed Application are complete, true, and correct in every detail

**Authorised Signatory Name:**

**Designation:**

## ANNEXE - 7 - CV OF THE KEY PERSONNEL

### Photo

1. Proposed Position:[For each position of key professional separate form will be prepared]:
2. Name of Firm:[Insert name of firm proposing the staff]:
3. Name of Staff:[Insert full name]:
4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications achievements in no more than 250 words]
5. Date of Birth:
6. Nationality:
7. Education: [Indicate college/university other specialized education of staff member, giving names of institutions, degrees obtained, dates of obtainment]:
8. Membership of Professional Associations:
9. Other Training:
10. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, writing]:
12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:  
From [Year]: To [Year]:  
Employer:  
Positions held:
13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]
14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/ jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project: Employer:  
Year: Location:  
Main project features:  
Positions held:  
Activities performed:

### **(Signature name of the authorized signatory of the Bidder)**

#### Note:

1. Use separate form for each Key Personnel.
2. Each page of the CV to have scanned or original signature of the Key Personal but it is required countersigned by Authorized Signatory in original.
3. Each Key Expert CV shall not exceed 5 pages.

**ANNEXE - 8 - NO – BLACKLISTING**

**DECLARATION**

**[On the letterhead of the organization]**

**As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.**

[On the letterhead of the organization]

**No – Blacklisting Declaration**

This is to certify that ----- (Name of the organisation), having registered office at ----- (Address of the registered office), as on date of submission of the proposal, have not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

Signature:

Name of the Authorised Signatory:

Designation:

\*\* No conviction certificate should be duly signed by Authorised Signatory

***Note: In case, information required by Jabalpur City Transport Services Limited is not provided by the bidder in the forms/formats provided above, Jabalpur City Transport Services Limited shall proceed with the evaluation based on information provided may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.***

This is to certify that (Name of the organization), having registered office at (Address of the registered office), as on date of submission of the proposal, have not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

## ANNEXE - 9 - JOINT BIDDING AGREEMENT

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the .. day of....., 2017.

### AMONGST

1. { ..... Limited , a company incorporated under the Companies Act, 1956} having its  
2. Registered office at (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to context include its successors permitted assigns)
  
3. { ..... Limited , a company incorporated under the Companies Act, 1956} having its registered  
Office at .... (Hereinafter referred to as the “Second Part” which expression shall, unless repugnant to  
The context include its successors permitted assigns)
  
4. { ..... Limited , a company incorporated under the Companies Act, 1956 having its registered  
office at (hereinafter referred to as the “Third Part” which expression shall, unless  
repugnant to the context include its successors permitted assigns)}

The number of Parties will be shown here, as applicable, subject however to a maximum of 3  
(Three).

### WHEREAS

(A)..... Jabalpur City Transport  
Services Limited Services Ltd (JCTSL) represented by its Executive Director having its  
principal office at Manas Bhawan, Jabalpur-482002. Madhya Pradesh (hereinafter  
referred to as the “Jabalpur Smart City Limited” which expression shall, unless repugnant  
to the context or meaning thereof, include its administrators, successors assigns)  
has invited applications (the Applications”) by its Request for Proposal  
No.....dated ..... (the “RFP”) Request for  
Proposal for Selection of Agency for Design, Development, Implementation, Operation  
Maintenance of Parking Guidance Management Solution for on street, off street  
indoor Parking Spaces in Jabalpur City Transport Services Limited area on PPP model

(B) The Parties are interested in jointly bidding for the Project as members of a  
Consortium in accordance with the terms conditions of the RFP document other bid  
documents in respect of the Project,

(C) It is a necessary condition under the RFP document that the members of the  
Consortium shall enter into a Joint Bidding Agreement furnish a copy thereof with the  
Application.



**ANNEXE - 10- FORMAT OF BANK GUARANTEE**  
***(To be executed on requisite Stamp Paper)***

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Agency for, Request for Proposal for Selection of Agency for Design, Development, Implementation, Operation Maintenance of Parking Guidance Management Solution for on street, off street, multi-level indoor Parking Spaces in Jabalpur City Transport Services Limited area on PPP model hereinafter called "Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably unconditionally bound to the Jabalpur City Transport Services Limited Jabalpur or its successor, (hereinafter referred to as "Jabalpur City Transport Services Limited " in the sum of Rupees Ten Lakhs only (in Words) Rs. 10, 00,000/- which payment can truly be made to Jabalpur City Transport Services Limited . The Bank binds themselves, their successors assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_ day of, 2019

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document ; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in Jabalpur City Transport Services Limited 's opinion, commits a material breach of any of the terms /or conditions contained in the RFP Documents /or subsequent communication from Jabalpur City Transport Services Limited in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the Jabalpur City Transport Services Limited fails or refuses to comply with the following requirements:
  - Pay either the performance security of the first installment of the Authorisation fee as specified in Clause of the RFP document to Jabalpur Smart City Limited(JCTSL)
  - Sign the Agreement as provided in the RFP Document We agree undertake, absolutely, irrevocably unconditionally to pay to the Jabalpur City Transport Services Limited , as the case may be, the above amount without protest, delay or demander upon receipt of Jabalpur City Transport Services Limited 's first written demand, without the Jabalpur City Transport Services Limited having to substantiate its demand, provided that in its demand the Jabalpur City Transport Services Limited will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by Jabalpur City Transport Services Limited at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Jabalpur the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS

**ANNEXE - 11 - STATEMENT OF LEGAL CAPACITY**

***(To be forwarded on the letterhead of the Applicant/Lead Member of Consortium)***

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Respected Madam,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the application) satisfy the terms conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf\* has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name designation of the authorized signatory) For on behalf of .

*\* Please strike out whichever is not applicable.*

## ANNEXE - 12 - GENERAL INFORMATION

**All firms applying for the bid are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.**

<b>Details of the Bidder (Company)</b>		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this RFP	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 17-18:
		FY 16-17:
		FY 15-16:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	

## STRUCTURE ORGANIZATION

- 1 The applicant is:** \_\_\_\_\_
- a) an individual
  - b) a proprietor firm
  - c) a firm partnership
  - d) Limited Company or Corporation.
- 2** Attach the organization Chart showing the structure of the Organization, including the Names of the Directors Position of offers.

**5. Average Annual Turn Over**

Year	Annual Turn Over in Rs. As per Balance Sheet or
2015-2016	Rs .
2016-2017	Rs .
2017-2018	Rs .
<b>Total</b>	

**Average Annual turnover in the last three preceding financial years; 2014-15, 2015-16 2016-17 is Rs (in words) \_\_\_\_\_**

**NOTE: The above data is to be supported by audited balance sheets / ITR's.**

**ANNEXE - 13 - FORMAT FOR POWER OF ATTORNEY FOR SIGNING  
APPLICATION/PROPOSAL**

**(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Know all men by these presents; we \_\_\_\_\_ (name address of the registered Office) do hereby constitute, appoint authorise Mr. /Ms. \_\_\_\_\_ (Name address of residence) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name on our behalf, all such acts, deeds and thing necessary in connection with or incidental to our Application/Proposal for the **“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**, including signing submission of all documents providing information/responses to Jabalpur City Transport Services Limited , representing us in all matters before Government of Madhya Pradesh, generally dealing with Jabalpur City Transport Services Limited in all matters in connection with our proposal for the said Project.

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

I Accept

Attorney Signature

(Name, Title Address of the Attorney)

Executant Signature

(Name, Title Address)

Attested

Executant

Notes:

1. To be executed by the sole Applicant.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law the charter documents of the executant (s) when it is so required the same should be submitted under common seal affixed in accordance with the required procedure.
3. Also, the executant(s) should submit for verification, the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**ANNEXE - 14 - Format for Anti-Collusion Certificate**

**(On the Letterhead of the Firm)**

We hereby certify confirm that in the preparation submission of this Application, we have not acted in concert or in collusion with any other Applicant or other person(s) also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Application.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ , 2017

Name of the Applicant

\_\_\_\_\_

Signature of the Authorized Person

\_\_\_\_\_

Name of the Authorised Person

**ANNEXE - 14 - FORMAT FOR PROJECT UNDERTAKING**

**(On the Letterhead of the Firm or each member of the Applicant in case of Consortium)**

**Date:**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur  
Cabin No. 5 Transport Cell, O/o Jabalpur Smart City Limited,  
Manas Bhavan, wright town Jabalpur – 482002 Phone: 0761-  
4014501, email – [JCTSL\\_2006@yahoo.co.in](mailto:JCTSL_2006@yahoo.co.in) website -  
[www.JCTSL.org](http://www.JCTSL.org)**

**Re:“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

We have read understood the RFP Document in respect of the captioned Project provided to us by Jabalpur City Transport Services Limited .

We hereby agree undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Application we hereby represent confirm that our Application is unconditional in all respects.

(b) We are not barred by Jabalpur Smart City Limited, Government of India, Government of Madhya Pradesh, or any state government or any of their agencies from participating in similar projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ , 2017.

Name of the Applicant

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person



**ANNEXE - 15 – FORMAT FOR AFFIDAVIT**  
**(Affidavit should be executed on a Non Judicial stamp paper of Rs. 100/- or such equivalent document duly attested by Notary Public)**

A. I, the undersigned, do hereby certify that all the statements made in the Application are true correct.

B. The undersigned also hereby certifies that neither our firm M / snor any of its directors / constituent partners have abandoned any work in Jabalpur or in Madhya Pradesh nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Application nor have been blacklisted or barred by Jabalpur City Transport Services Limited from participating in any projects of BOT or otherwise or have never defaulted any tax duties of Jabalpur Smart City Limited.

C. The undersigned also hereby certifies that neither our firm M/s nor any of its directors / constituent partners have abandoned any work in India / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Application nor have been barred by any agency of GOI or Govt. of Madhya Pradesh from participating in any projects of BOT or otherwise.

D. The undersigned hereby authorise(s) request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Jabalpur City Transport Services Limited to verify this statement or regarding my (our) competence general reputation

E. The undersigned understand agrees that further qualifying information may be requested, agrees to furnish any such information at the request of the Jabalpur Smart City Limited.

Signed by an authorised officer of the firm

Designation of officer

Name of Firm

Date

**ANNEXE - 16 – BID PERCENTAGE (On the  
Letter Head of the Bidder)**

**Date:**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur  
Cabin No. 5 Transport Cell, O/o Jabalpur Smart City Limited,  
Manas Bhavan , wright town Jabalpur – 482002 Phone: 0761-  
4014501, email – [JCTSL\\_2006@yahoo.co.in](mailto:JCTSL_2006@yahoo.co.in) website -  
[www.JCTSL.org](http://www.JCTSL.org)**

**AUTHORISATION FEE**

**Sub: Request for proposal for“Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

Respected Sir/ Madam,

We have agreed to deposit of all revenue received from towing of vehicle from unauthorized parking to the escrow account which is managed by Jabalpur City Transport Services Limited. We have also agreed to receive \_\_\_\_\_ percentage of revenue earned (= Gross Revenue minus GST taxes as applicable) from the towing of the vehicles.

We hereby declare that there are, shall be, no deviations from the stated terms in the RFP Document.

**Authorised  
Signatory (With Seal of the  
Agency)**

**Name:**

**Full Address:**

**ANNEXE - 17 - COMMERCIAL BID LETTER FORMAT  
(On the Letter Head of the Bidder)**

**Date:**

**Chief Executive officer**

**Jabalpur City Transport Services Limited (JCTSL) Jabalpur  
Cabin No. 5 Transport Cell, O/o Jabalpur Smart City  
Limited, Manas Bhavan , wright town Jabalpur – 482002  
Phone: 0761-4014501, email – [JCTSL\\_2006@yahoo.co.in](mailto:JCTSL_2006@yahoo.co.in)  
website - [www.JCTSL.org](http://www.JCTSL.org)**

**Sub: Submission of Commercial Bid for “Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model”**

Respected Madam,

I/We<name of the bidder> hereby submit our financial bid for the Request for Proposal “**Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**” as mentioned in the Tender document within the time specified in accordance with Terms Conditions as well as Scope of work. We have reviewed all the terms conditions of the RFP document undertake to abide by all the terms conditions contained therein. We have agreed to pay Jabalpur City Transport Services Limited a monthly ‘Authorisation Fee’ as percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to Jabalpur City Transport Services Limited . We will pay to Jabalpur City Transport Services Limited every month the Authorisation Fee as quoted above throughout the Authorisation period from the date of go – live of the project which is 1 month after handing over of the agreed parking sites, subject to quoted percentage (%) of the Revenue earned, GST Taxes to be paid in addition as per actual applicable from time to time.

We hereby declare that there are, shall be, no deviations from the stated terms in the RFP Document.

**SIGNATURE OF THE TENDERER(S)**

**With Seal & Name & Full**

**Address:**

**ANNEXE 18 FINANCIAL BID**

**NAME OF WORK: Selection of Agency for Design, Development, Implementation, Operation and Maintenance of Parking Enforcement Solution Jabalpur on PPP model**

Sr. No.	Name of Work	Bidder shall quote the rate on percentage basis charged by him, from the towing charges fixed by JMC for lifting of vehicle
1.	<b>Hiring of Towing/Hauling vehicle equipped with GPS systems and Lifting equipment (Crane) of different capacity for Towing/Hauling/ Lifting two wheelers, three wheelers, four wheelers/ Heavy Vehicle..</b>	In Figure _____ %  In words

**Note:- Rates quoted by the firm shall be inclusive of all taxes/charges and will be valid throughout the contract period.**

**In case of mismatch between the percentage quoted in figure and words the lower one will be applicable.**