

JABALPUR CITY TRANSPORT SERVICES LTD

REQUEST FOR PROPOSAL For

**Selection of Concessionaire to Design, Develop,
Implement, Operate and Maintain Smart
Parking for On-Street, Off-Street and Multi-Level
Parking in Jabalpur on PPP basis**

Jabalpur City Transport Services Ltd

Cabin No. 3 Transport Cell, O/o Jabalpur Smart City Limited, Manas Bhawan

Jabalpur – 482002

Phone/Fax: 0761-4014501

Email - jctsl2006@yahoo.co.in

Website – www.jctsl.org

Cost of Document: Rs. 10000/- (Ten Thousands)

जबलपुर सिटी ट्रांसपोर्ट सर्विसेस लिमिटेड, जबलपुर

Cabin No. 3, Transport Cell, Smart City Office, Manas Bhavan,

Wright Town, Jabalpur – 482002

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Sr. No.351/JCTSL/55-B/2018/Parking

Date 30/01/2018

NIT

Selection of Concessionaire to Design, Develop, Implement, Operate and Maintain Smart Parking for On-Street, Off-Street and Multi-Level Parking in Jabalpur on PPP basis

Interested reputed firms, Agencies or company may Visit website www.mpeproc.gov.in ,or www.jscljabalpur.org to download tender document. Duly completed tender document shall be submitted online up to 5.03.2018 and physical submission shall be received in Regd. Office up to 07.03.2018 till 4:00 PM , Pre bid meeting will held on 12 Feb 2018 at JCTSL office Manas Bhawan Jabalpur

S/d

Managing Director

Jabalpur City transport Services Limited

Request for Proposal

Sr. No.351/JCTSL/55-B/2018/Parking

Date 30/01/2018

Jabalpur City Transport Services Limited invites proposal from reputed organization for “Selection of Concessionaire to Design, Develop, Implement, Operate and Maintain Smart Parking for On-Street, Off-Street and Multi-Level Parking in Jabalpur on PPP basis”. Interested firms may submit their proposals on e-procurement portal i.e. www.mpeproc.gov.in as per below mentioned details:

1.	Tender document Fee	₹10,000 (Rupees Fifteen Thousand Only) (through Online e-Tendering Payment Gateway only)
2.	Earnest Money Deposit	Earnest Money Deposit of Rs. 3, 00,000 (Rupees three Lakhs only) (through online only)
3.	Last date to send in requests for clarifications on the tender	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 as per format attached in <i>this RFP</i> before the pre-bid meeting date. Jabalpur City Transport Services Limited (JCTSL) Jabalpur Cabin No. 3 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
4.	Time, Date and Venue for Pre- Bid Conference	03:30 PM, 12-Feb-2018 Conference Hall Manas Bhavan, Jabalpur (M.P.)
5.	Last date for Purchase of Tender	03-March-2018 upto 17:30
6.	Bid (Technical and Commercial) Submission End Date(Online)	05-March-2018 upto 17:30
7.	Technical Bid Submission End Date (Physical)	07-March-2018 upto 17:30
8.	Technical bids opening , date	08-March-2018
9.	Opening of Financial Bid	13-March-2018

Amendments to NIT/RFP, if any, would be published on e-procurement website only, and not in newspaper. The Managing Director, Jabalpur City Transport Services Limited reserves all the rights to accept or reject any or all tenders without assigning any reasons.

Managing Director

JCTSL Jabalpur

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 City Transport Services 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 Construction of Smart Parking Systems on Built, 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 Smart Parking 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.

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1 Introduction

1.1 Background of Project

1. Jabalpur City Transport Services Limited - JCTSL (the “Authority”) envisages creation of state-of-the-art public infrastructure facilities with a principal view to establish Jabalpur as a user friendly Smart city. Effective parking management is an essential tool to facilitate the efficient use of road space to ensure free passage for pedestrians, cyclists, public Transport, Users. In addition, appropriate parking fees can ensure that personal motor vehicle users compensate the city for the use of valuable land on which they park their vehicles. The Jabalpur City Transport Services Limited - JCTSL (the “Authority”) seeks to implement a Smart Parking System to improve parking operations, optimize usage of the available parking supply, and enhance the overall functioning of streets in the city. The new Parking System will employ an information technology (IT) backbone to facilitate greater transparency efficiency in the collection of parking fees enforcement operations
2. Management structure - The Concessionaire will establish, operate, maintain the Smart Parking System. The Concessionaire carries out parking operations, including fee collection enforcement on designated streets, Parking Lots in No Parking Areas. The Concessionaire will create direct data links (Central Command Centre) so that Jabalpur City Transport Services Limited can monitor the status of the parking system
3. Parking Areas - Jabalpur City Transport Services Limited will assign specific areas for Development, Implementation, Operation Maintenance of Smart Parking Solution for on street, off street in to the Concessionaire within Jabalpur City. The Concessionaire will be responsible for Development, Implementation, and Operation Maintenance of Smart Parking no-parking areas through clear signage road markings. The signage will also display the applicable Parking Fee
4. Jabalpur City Transport Services Limited’s now issuing “Request for Proposal” (RFP)inviting online proposals from the eligible bidders for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for on street, off street& multi-level parking at designated parking spaces (four wheelers two wheelers) in Jabalpur on PPP model in the portal www.mpeproc.gov.in
5. Parking Fee Payment Mechanism - The Smart Parking System will enable quick hassle-free payment of parking fees through a “CASHLESS PAYMENT SYSTEM”.
6. Payments are tied to a vehicle’s license plate number, which is in turn used in the enforcement process to check whether the vehicle is paid or unpaid. A regular user will have the option of signing up for a User Account connected to a registered vehicle mobile number(s) that can be used for Parking Fee payment anywhere in the city.

S. No.	Key Information	Details
1	Project	Selection of Concessionaire to Design, Develop, Implement, Operate and Maintain Smart Parking for On-Street, Off-Street and Multi-Level parking in Jabalpur on PPP basis
2	Grantor	Jabalpur City Transport Services Limited

S. No.	Key Information	Details
3	Project Components	<p>The design of Smart Parking System shall be modern, innovative, creative, attractive shall ensure structural stability safety as per the model design attach with the RFP.</p> <p>Before execution/installation of the Smart Parking System, the Concessionaire shall prepare the designs drawings of the each Smart Parking System as per the clauses of this RFP by certified structural engineer at his own cost.</p> <p>Facilitate the regular visit, of the JCTSL officials JCTSL appointed consultant (if any), to the site during construction/installation of Smart Parking System.</p> <p>The minimum development obligation for development/installation of Smart Parking System with specifications including information advertisement panel are provided in this RFP. The selected parking operator shall undertake the Smart Parking System development/installation implementation strictly in accordance with the minimum development obligation.</p>
4	Project Location	On-Street, Off-Street & Multi level Parking (As per RFP)
5	Development Controls/ Guidelines	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 City Transport Services Limited.
6	Technical Specifications	<p>Generally as per applicable BIS Codes National Building code, Ministry of Road Transport Highways (MORTH) regulations, Indian Road Congress Code (IRCC) any other applicable Indian Standards or its equivalent.</p> <p>Few details provided in followed sections of this RFP document.</p>
7	Minimum Developed Obligations (MDOs)	<p>The Smart Parking System shall be installed operationalised by the Concessionaire within six (6) months from the agreement date/ Date of Clear Site Handover from JCTSL in accordance with the RFP stipulations.</p> <p>Operate Maintain the Project facilities as per the ISO 9001:2008 Standards or equivalent.</p>
8	Implementation Format	Public Private Partnership (PPP) Format.
9	Authorization Format	Build, Finance, Operate, Maintain Transfer” (the "BFOMT") Basis
10	Bid Eligibility Criteria	Bidder shall meet the Eligibility criterion defined in the clause 11 of this RFP
11	Earnest Money Deposit (EMD)	<p>An amount of Rs. 3, 00,000/- (Rupees Three Lakh only) Demand Draft (DD) or FDR drawn from any Nationalised/ Scheduled Bank of India in the favour of “JCTSL Jabalpur” payable at Jabalpur shall be submitted towards Bid along with its complete Bid</p>

S. No.	Key Information	Details
		The EMD should be Submitted Physical and online.
12	Pre-condition for Signing Authorization Agreement (Only Preferred Bidder after receipt of Letter of Award)	Signing of Authorisation Agreement is within 30 days from the issue of Letter of Award (LoA). The following are the pre-conditions for signing of Authorisation Agreement: 1. Submission of Operations Performance Security
13	Operations Performance Security (By Selected Concessionaire Only)	An irrevocable unconditional Performance Security/Bank Guarantee from a Nationalised/Scheduled Bank payable at Jabalpur for an amount Rs. 10, 00,000/-(Rupees Ten- Lakh only). The Operation Performance Security shall be submitted by the selected Concessionaire on achieving the operations of the project prior to signing the Authorisation Agreement with Jabalpur City Transport Services Limited.
14	Authorisation Period	The Authorisation period will be Ten (10) years. Authorisation Period shall start from the date of signing of the agreement or Date of Clear site Handover from Jabalpur City Transport Services Limited with the successful Bidder. The Concessionaire shall install/erect all the Smart Parking System mentioned under this RFP document for a period of Ten (10) years.
15	Moratorium Period	Moratorium Period will be six (6) months from the award of work or Date of Clear site Handover from JCTSL to start the parking operations. The authorisation fees shall be charged after the completion of Moratorium Period i.e. six (6) months from the award of work or Date of Clear site Handover from JCTSL.
16	Selection of Bidder	The selection of Concessionaire will be done on H1 basis i.e. Maximum Revenue Share Percentage (%) Quoted, Minimum Revenue Share (%) rate will be 20(%), Bidders quoting less than 20% will not be Qualified. The highest Revenue Share Percentage (%) is the Bid Winning Parameter. Only those Bidders qualified in technical bid, will be considered for opening of financial bid.
17	A Pre Bid Conference will be held	Address: Office of The Managing Director, Jabalpur City Transport Services Limited Manas Bhawan Jabalpur – 482002, Date of Pre-Bid Conference: 12 FEB 2018.
18	The Proposals must be submitted no	Date: 05 March 2018 for online submission Date: 07 March 2018 for physical submission

S. No.	Key Information	Details
	later than	Address: Office of The Jabalpur City Transport Services Limited , Manas Bhawan Cabin no 3, 482002 MP
19	Bid Validity	180 days from the due date of Bid submission

1.2 Overview of Project

Jabalpur City Transport Services Limited hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, and Operation Maintenance of Smart Parking Solution for on street, off street and multi-level Parking's.

Broadly the project includes following work on part of the Concessionaire:

- a. To provide install optical and magnetic sensors at each of the parking slots for Cars for every on street off street parking, base station/gateway, network routers/ switches, smart parking equipment with entry exit station with RFID readers, automatic pay stations, boom barriers for off street underground parking.
- b. To provide and install necessary hardware/software for parking management guidance system for on street, off street multi-level (outdoor & indoor).
- c. To provide and install necessary LED signage (Small / Large size - variable messaging sign board). Large size LED signage shall be confirming to IP 55 standard. LED signage will be for guidance to public regarding availability of parking spaces other necessary information, at locations adjacent to each parking lot.
To provide necessary APIs for integrating the overall parking solution with ICCC with a view to ensure viewing, analysing, storing retrieval of the CCTV feed for effective monitoring and managing of All Smart parking lots ;
- d. .Smart Parking Mobile Application & online portal for citizens to view and book parking slots and make the parking fee.
- e. Comprehensive operation maintenance of all hardware, software installed for this project throughout Concessionaire period.
- f. To manage collect revenue as per tariff fixed by Jabalpur City Transport Services Limited for all the parking lots (On street, off street multi – level parking) defined in this RFP.
- g. To support Jabalpur Municipal Cooperation (JMC) to handle parking enforcement and to support Jabalpur City Transport Services Limited / Traffic Police in collecting penalties as per Government policy.
- h. Street, Off-street and Multilevel parking's displaying the availability of parking slots.
- i. Premium valet parking facilities to be provided where ever required with mutual agreement with Jabalpur City Transport Services Limited.
- j. Smart Parking Solution

1.3 Project Information

1.3.1 *Smart Parking Solutions*

- a. Locating a parking space with clear simple direction variable message reducing traffic congestion
- b. Quick entry exit to the parking lots (on street parking, off street parking & Multi Level parking) with lesser transactional time
- c. Availability of parking slot on real-time with the help of web portal / parking App
- d. Parking violation detection on real time basis
- e. Guide citizens in directing to the available parking slot making optimal usage of parking space
- f. Real time update of entry & exit of vehicle which improves occupancy levels
- g. Increases revenue by efficient systems reduces pilferage
- h. Real time info, Smart meters, ease of payment improve parking operations
- i. Clear, simple directions & ease in parking reduces road accidents (effective design signage for ease of parking, reducing chances of accidents)
- j. Delights users by saving time, effort & cost
- k. Less parking search time reduces carbon emission controls pollution
- l.
- m. Identification of parking violations, events of overstay at parking lots and to inform the JMC authorities to penalise the vehicle owner/ user involve in parking violation.

1.3.2 *Smart Parking Guidelines*

- a. Smart parking solutions required are detailed in this document for the various types of parking lots (on street, off street& multi-level parking).
- b. The bidder is required to conduct an onsite survey, validate the proposed solution submit the bid as required.
- c. The bidder can propose any alternative for the smart parking solutions which enables increases the overall efficiency in parking management take prior approval from the authorities.
- d. The bidder should ensure that all the parking lots are used for bikes, cars buses as mentioned in the document; no heavy or medium vehicles are allowed in off street parking/ basements.
- e. The bidder should ensure they provide a hassle free parking services for priority parking like physically challenged, pregnant women, Women with children's Senior citizens.
- f. The bidder should provide a 24/7 helpline service for parking operations.
- g. The bidder should ensure the revenues generated from parking are accounted tracked.
- h. The bidder should accommodate an alternate system for fall back mechanism to ensure smooth parking operation like handheld device usage etc.

1.3.3 *Key Components of a Smart Parking*

Parking Managements System

- **On street Parking:**

- Single space detection system
- Parking Meters
- Parking enforcement system

- **Off Street Parking (Open& Covered parking lots):**

- Entry Stations - Automated ticketing system
- Exit parking systems
- Auto pay stations/Central Pay stations

Parking Guidance System:

- On Street Parking-Retro reflective Sign Boards & Variable Messaging signs
- Off Street Parking (Open & Covered parking lots)-Facility guidance systems

Web Portal Smart Parking Mobile Application for Users:

- Parking Identification, Pre booking, payment navigation

Enforcement application:

- Parking enforcement notifications

Integration with Control Command Centre:

- Data management, analytics Business Intelligence on real time basis
- Monitoring of real time transactions, parking availability, pre booking, season parking enforcement
- Management of Equipment status alarms on real time basis
- Dashboard reports

1.3.4 Smart Parking Functionalities

- a. The Concessionaire should implement single space detection on marked slots with appropriate placements.
- b. Implement parking meter for every 30 parking slots for on street parking
- c. Parking management system with auto pay station/central pay station for off-street parking for quicker transactions
- d. Variable messages at desired locations for guidance
- e. Parking guidance for facility, floor bay level depending on the type of parking lot
- f. Parking system should have unique identification system for User which allows space detection parking access
- g. Should provide software applications to perform parking related functions like ticketing, payment, reporting, tracking guidance, etc.
- h. Smart Parking Mobile Application portal for identification, navigation, pre booking payment
- i. Parking enforcement system including identification of parking violations, over stays payment of fines with appropriate notifications
- j. Capturing equipment status on real time basis visible at the command centre
- k. Providing dedicated helpline for parking operations

1.4 Request for Proposals

Jabalpur City Transport Services Limited invites proposals (the “Proposals”) for Selection of Concessionaire for Selection of Concessionaire to Design, Develop, Implement, Operate and Maintain Smart Parking for On-Street, Off-Street and Multi-Level Parking in Jabalpur on PPP basis in conformity with this RFP

The Authority intends to select the Concessionaire through an open competitive bidding process in accordance with the procedure set out herein.

1.5 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified.

1.6 Sale of RFP Document

RFP document can be downloaded from the website of www.mpeproc.gov.in. However, the bids of only those Applicants shall be considered for evaluation who have made online payment of the specified amount for the RFP document plus service & gateway charges, without the copy of

acknowledgement of payment bids will not be accepted. The RFP Fee is to be paid by the bidder by making online payment only against this RFP.

1.7 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

1.8 Brief description of the Selection Process

The Authority will adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals. The selection of Concessionaire will be done on H1 basis i.e. Maximum Revenue Share Percentage (%) Quoted, Minimum Revenue Share (%) rate will be 20(%), Bidders quoting less than 20% will not be Qualified. The highest Revenue Share Percentage (%) is the Bid Winning Parameter. Only those Bidders qualified in technical bid, will be considered for opening of financial bid.

In the first stage, a pre-qualification will be carried out. Based on this evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. The Applicant sharing the highest percentage revenue share (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.9 Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Bidder may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Bidder.

1.10 Schedule of Selection Process

The Authority would endeavour to adhere to the schedule as laid out in this document.

1.11 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days’ notice to Jabalpur City Transport Services Limited.

1.12 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be: 12 Feb 2018

Date and Time: 12 FEB 2018 3.30 Pm

Venue: O/o Jabalpur Smart City Limited Conference Hall Manas Bhawan Jabalpur.

All communications including the submission of Proposal should be addressed to:

The Managing Director,

Jabalpur City Transport Services Limited

Manas Bhawan Jabalpur – 482002

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

2 Instruction to Bidders

2.1 Advice to the bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications. The Bidder should sign and affix seal of the entity in each page of this RFP and submit along with the Pre-Qualification Bid. In case of e-filing of the tender, a copy of the RFP should be uploaded and that shall be considered digitally signed and accepted by the Bidder.

2.2 Procedure for Submission of Bids

Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1 – Part A	Proof of submission of RFP Document Fee and Scanned copy of EMD
Cover 1 – Part B: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.
Cover 2: Commercial Proposal	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP. Commercial Proposal should be submitted through online bid submission process only.

Note: JCTSL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

The following points shall be considered for submission of bids:

- JCTSL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.

- JCTSL may seek clarifications from the Bidder on the financial proposal. The Commercial Proposal submitted by the Bidder should be inclusive of all the items as required by this RFP.
- If any Bidder does not qualify the pre-qualification criteria stated in this RFP, the commercial proposals of the Bidder shall not be opened.
- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which JCTSL reserves the right to reject the proposal.

The tender should be a complete document and should be bound as a volume, bearing signature of the bidder and seal of the entity in each page of the document. The document should be serially page numbered and must contain the list of contents with page numbers.

Bidder must ensure that the information furnished by him online is identical to that submitted by them in the original paper bid document. In case of major differences between the hard copy and the soft copy, the tender is liable to be rejected.

The bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid. The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

Hard copies of the Bids submitted by hand should reach not later than the specified date and time in *NIT* of this RFP.

Tele fax / Xerox / Photocopy bids will not be considered.

2.3 Clarifications in RFP Document

A prospective Bidder requiring any clarification on the Bidder Document may submit his queries, in writing, at the JCTSL mailing address and as per schedule indicated in *NIT* of this RFP. The queries must be submitted only in the format mentioned to be considered for clarification.

2.4 Pre Bid Meeting

JCTSL shall hold a Pre-Bid Meeting (PBM) scheduled as per *NIT* of this RFP. In this PBM, JCTSL would address the clarifications sought by the prospective bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to JCTSL by e-mail on or before schedule specified in as per *NIT* of this RFP.

Bidders who have downloaded the RFP document are invited to attend the PBM even they do not have any specific queries.

The minutes of the PBM may be circulated to all the participants of the meeting who choose to share their e-mail addresses and also will be posted at the website. No extension to any deadline referred to in this document will be granted on the basis or grounds that JCTSL should respond to any queries to provide any clarification.

The clarification offered at the Pre-Bid meeting will be recorded and the corrigendum/addendum issued will form part of the tender document.

Pre-Bid Queries – Tender No – Tender Name:					
Bidder Name (Organization) and Address				Mobile No.	
Representative Name				e-mail ID	
S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested
1.					
2.					

The queries should also be submitted in an Excel / CSV file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to the Authority through the pre-bid queries and that the Authority may publish any or all of the queries received, in whichever format they may be,

The queries not adhering to the above mentioned format may not be responded to. JCTSL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in *NIT* of this RFP. Bidders are requested not to communicate any sensitive information in the pre-bid queries as copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Tender Documents and will be uploaded in the website.

2.5 Extension of Deadline for submission of Proposals

Proposals must be received by the JCTSL at the address specified in the RFP not later than scheduled date and time. JCTSL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing a Corrigendum

2.6 Late Submission of Bid

Any Bid received by the JCTSL after the deadline for submission of Proposals prescribed in RFP or Corrigendum will be returned unopened to the respective Bidder and the online bid shall not be accepted.

2.7 Earnest Money Deposit (EMD)

All bids must be accompanied by an EMD of the requisite value and in the requisite form.

The earnest money for the bidders will be refunded against a proper receipt within one month after signing of contract agreement between JCTSL and the successful bidder.

- a. The bidders are required to submit Earnest Money Deposit (EMD) of Rs. 3, 00,000/- (Rupees Three lakhs only) be deposit online only on www.mpeproc.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 bidder(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 Managing 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. The EMD of the other bidders shall be returned in accordance with other conditions of this RFP.
- f. 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 City Transport Services Limited;
 - III. If the successful bidder fails to sign the Authorisation Agreement /or make the performance security within the time specified in this document, or any extension thereof granted by Jabalpur City Transport Services Limited.

2.8 Cross checking

JCTSL reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

2.9 Absence of specifications

The absence of specifications details regarding any equipment to be supplied under this RFP implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of JCTSL. Certification standards, wherever available, for the to-be-installed equipment and materials, will prevail.

2.10 Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the JCTSL. JCTSL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

2.11 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and JCTSL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.12 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

- A. Pre-Qualification Bid: The pre-qualification Bid, besides the other requirements of the Tender, shall comprise of the following:
 - Compliance for Pre-Qualification criteria
 - Pre-Qualification Bid letter
 - Document Fees and EMD
 - All documents supporting the pre-qualification criteria

- Copy of the Board Resolution or a Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender
 - RFP document duly signed with seal by the bidder in all the pages
 - General information about the Bidder
 - Technical Solution
 - Manpower Details
- B. Commercial Bid: The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:
- Breakup of Price Components and the Commercial Bid as per the online format.

2.13 Bid Prices

The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents. In absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by JCTSL. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. is to be made to meet the goals of project. All such changes shall be carried out without any impact to JCTSL.

2.14 Bidder Qualification

A Bidder can apply for this RFP on its own or through a Consortium.

“Consortium” would mean a Bidder comprising a maximum of three entities for the purpose of responding to this Tender Document, such that if the consortium includes a public sector entity or entities, such public sector entity or entities should not have a controlling stake in the consortium.

The “Lead Member of Consortium” would mean a member of a consortium who has been designated as the lead member by the Consortium and shall possess such qualifications as may be prescribed in the tender documents.

The Bidder(s) or any member of the Consortium should not have any conflict of interest before applying for this RFP. Conflict of interest shall be deemed to have occurred in case:

a) any other prospective bidder or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or

b) a constituent of such prospective tenderer is also a constituent of another prospective tenderer. Provided that 'constituent' in such cases will not include the provider of a proprietary technology to more than one applicant; or

c) such prospective bidder, its member or any associate thereof, has a relationship with another prospective tenderer, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Response of either or each other; or

In the event of a change of a member of whose technical or financial capacity or both was taken into consideration for the purposes of the Tender, prior to the signing of the Agreement, the Bidder(s) shall inform JCTSL forthwith along with all relevant particulars about the same and JCTSL may, at its sole discretion, disqualify the tenderer and / or terminate the Letter of Award (LOA), as the case may be, and also forfeit the Earnest Money Deposits (EMD) and / or the performance security.

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases they shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company. The authorization shall be indicated by written power-of-attorney accompanying the bid. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to JCTSL in advance.

2.15 Consortium or Joint Venture in Bid

Bidding shall be open to firms (which include companies, partnerships, proprietary concerns), duly registered cooperative societies, consortiums (lead partner + one/ two). In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified fully empowered to represent the consortium or joint venture. The lead firm shall have a minimum stake of 51% in the consortium/joint venture.

The following conditions for consortiums joint ventures (JV) shall apply:

- a. Bidders are allowed to participate in the bidding through a consortium structure with two or three members. The members of the consortium are to be clearly identified at the time of bidding any business/shareholding/other relationship between them is to be made clear.

- b. A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with Jabalpur City Transport Services Limited. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied with this RFP. Any such agreement shall clearly specify the lead bidder the various consortium/JV partners with their respective roles responsibilities if any in the Parking System.
- c. In case of the successful bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Concessionaire Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially at all times during the duration period of the Concessionaire Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially at all times for during the duration of the Concessionaire Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.
- d. A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
- e. Each member of the Consortium shall be jointly severally liable for the due implementation of the Project.
- f. Any changes deviation of roles responsibilities after the submission of Bid before the execution of the Provider Agreement shall entitle Jabalpur City Transport Services Limited to reject the Bid in its sole discretion.
- g. Jabalpur City Transport Services Limited reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid before the execution of the Provider Agreement.

2.16 Period of Validity of Bids

Bids shall remain valid for 180 days from the date of opening of Bids prescribed by JCTSL. A bid valid for a shorter period may be rejected as non-responsive.

JCTSL may request the Bidder(s) for an extension of the period of validity for completion of evaluation. The request and the responses thereto shall be made in writing. The validity of EMD shall also may be requested to be suitably extended subject to Act and Rules framed by the Government of India and the Government of Madhya Pradesh.

2.17 Local / Site Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed JCTSL sites which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.

The Bidder is expected to make a site visit to the proposed sites to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The JCTSL shall not entertain any request for clarification from the Bidder regarding such conditions.

- a. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by JCTSL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by JCTSL on account of failure of the Bidder to appraise themselves of local laws and site conditions. 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.

2.18 Modification and Withdrawal of Bids

No bidder shall be allowed to withdraw or modify the bids after submitting the bid.

2.19 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the JCTSL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the JCTSL may adopt. However, the JCTSL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever.

2.20 Preliminary Examination

The JCTSL will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the JCTSL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.20.1 Clarification

When deemed necessary, during the tendering process, JCTSL may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

2.20.2 Evaluation of Bids

Pursuant to the pre-qualification criterion bidders will be short-listed for Commercial bid.

The commercial bids of the qualified bidders as specified above will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations. The evaluation will be made on the **basis of highest quoted monthly Authorisation Fee “Percentage (%) of Revenue” to be payable to the Jabalpur City Transport Services Limited for the Project (“H1 Applicant”)** shall be the best preferred applicant.

Additional information/clarification – JCTSL reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 7 days of date of letter requesting for such additional information and/or clarification from JCTSL, their bids will be evaluated based on the information furnished along with the bid proposal.

2.20.3 Pre-Qualification Evaluation Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the JCTSL for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document else the bids shall be summarily rejected.

The invitation to bid is open to all bidders who qualify the eligibility / pre-qualification criteria as given below:

S.No.	Specific Requirements	Documents Required
1.	The bidder should be an Individual Firm/Partnership Firm/Company incorporated in India operating for at least last three years	Copies of registration certificate of the firm/company, Memorandum Articles of Association in case of firms registered under the Companies Act.
2.	The Bidder(S) should hold valid GST Registration	Copy of the GST Registration Certificate.
3.	Sole Bidder/lead member in case of consortium should have an average annual turnover of INR Rs. 4.0 Crores (Rupees Four crores only) from System Integration (Integration of Hardware & Software) business over the last 2 Financial Years .I.e. 2015-16 & 2016-2017	The bidder should submit Audited Balance Sheet/CA certificates mentioning Net worth Turn Over
4.	The Lead bidder/ Consortium partners should have Experience of operating IT-Based Parking Systems with a combined total of at least twenty thousand (20,000) User payment transactions over the previous two years through an explicit contract/Authorisation	Copy of Contract / Work Order / Completion Certificate, etc.
5.	The Sole bidder or the Lead Bidder each members of the consortium member should not have been debarred/ blacklisted by Jabalpur City Transport Services Limited JCTSL, Manas Bhavan of India or by any other Department/Board/ Corporation of Govt. of India or of any State Govt. or any PSU as on bid submission date	Undertaking by the authorized signatory. (as part of the cover letter)
6.	Sole Bidder/lead member in-case of consortium should be in operation for a period of at least 3 years in India as on 31st March 2017 (International firms can operate as a consortium in collaboration with Lead Indian partnership)	Self-certified copy of Documents to establish the general requirements.
7.	Bidder should have at least Twenty (20) field staff on its Roll over the previous two years.	Copy of Contract / Work Order / Completion Certificate, etc. Letter of confirmation from company HR
8.	The lead bidder/ Consortium partner should have a combined experience of operating two multi location IT-Based Parking System in the previous two years	Attach documents/ work orders to establish the required experience

S.No.	Specific Requirements	Documents Required
9.	The Lead bidder should have minimum tangible net worth of INR Rs.50 Lakhs (Rupees Fifty Lakhs) as on 31st March 2017	Should submit documentary evidence for financial arrangement required to execute proposed work (Pre assurance from banker, Own funds to be used, etc.)

Bidders are required to meet ALL OF THE PRE-QUALIFICATION CRITERIA and submit necessary proofs regarding the same.

Note:

- I. The Bidder fulfilling the above mentioned criteria would be considered as qualifying for commercial bid opening.
- II. Last three financial years shall be reckoned as F.Y. 2014-15, 2015-16 2016-17
- 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 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 this RFP) Power of Attorney (as per this RFP) in case of Consortium (with maximum of 3 partners – 1 lead bidder 2 consortium members).
- VI. The Applicant whose commercial Bid has the highest quoted monthly Authorisation Fee "Percentage (%) of Revenue" to be payable to the Jabalpur City Transport Services Limited for the Project ("H1 Applicant") shall be the best preferred applicant.
- VII. Jabalpur City Transport Services Limited at its discretion might ask for a Proof of Concept (POC)/Live Demo of Proposed End-To End Integrated Smart Parking System IT Enabled Operation IT Enabled Enforcement (Inside Parking & at No Parking Areas) Cashless Payment Mechanism to determine the eligibility of the Bidder.

2.20.4 Evaluation of Commercial Bids

The Commercial Bid evaluation will be carried out as stated below:

- Commercial Proposals for the qualified bidders will be opened on the notified date and time and reviewed to determine whether the commercial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JCTSL discretion and shall be intimated before the opening of the commercial bids.
- Total Cost of Bid (TCB) shall be calculated based on the commercial format given in the RFP.
- If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

Financial bids of only the short-listed Bidders shall be opened. A date, time and venue will be notified to all Bidders for announcing the opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids will be disclosed. The Applicant whose Financial Bid has the highest quoted monthly Authorisation Fee “Percentage (%) of Revenue” to be payable to the Jabalpur City Transport Services Limited for the Project (“H₁ Applicant”) shall be the best preferred applicant. The minimum quoted Percentage revenue share can be 20%.

In the event that two or more Applicants secure exactly the same Authorization Fee in respect of the Project, then the Preferred Applicant (Authorize) will be selected in the following manner:

I. The Applicants will be asked for a Proof of Concept (POC)/Live Demo of Proposed End-To End Integrated Smart Parking System IT Enabled Operation &IT Enabled Enforcement (Inside Parking & at No Parking Areas), Cashless Payment Mechanism. The bidder who’s POC gets a higher evaluation score out of 100 from the evaluation committee formed by JCSTL will be declared the preferred Bidder.

2.20.5 Eligible Goods and Services, and OEM Criteria

The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.

The bidder’s proposed OEM(s) should not have been blacklisted by any State /Central Government Department or Central /State PSUs as on bid submission date.

2.21 Final Evaluation of Bid

The revenue percentage indicated in the Commercial Proposal shall be deemed as final. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.

The Bidder whose Financial Bid has the highest quoted monthly Authorisation Fee “Percentage (%) of Revenue” to be payable to the Jabalpur City Transport Services Limited for the Project (“H₁ Applicant”) will be declared as the “Successful Bidder”.

2.22 Negotiations with the successful Bidder

As per the evaluation criteria specified above in this Tender Document, selection of the Concessionaire will be made and such Bidder will be called for negotiations for improvement of scope of work and commercial terms. JCSTL reserves the right to negotiate with the Bidder.

While negotiating the following aspects are to be considered:

- To improve the Service Level Agreement (SLA) and the Quality of Services (QoS).
- Further increase in the percentage revenue submitted.
- Advancing the commissioning schedule.
- To improve the quantity.
- Scope of training offered.
- Others as may be brought out to the notice of JCTSL.

2.23 Post Qualification and Award Criteria

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event; JCSTL will proceed to the next best evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

The Bidder whose Financial Bid has the highest quoted monthly Authorisation Fee “Percentage (%) of Revenue” to be payable to the Jabalpur City Transport Services Limited for the Project (“H₁ Applicant”) will be declared as the “Successful Bidder”.

2.24 Right to Vary Scope of Contract at the time of Award

The JCTSL may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified on mutually agreeable basis.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the revenue share or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the JCTSL changed order.

2.25 Right to Accept Any Bid and to Reject Any or All Bids

The JCTSL reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the JCTSL action.

The JCTSL reserves the right to negotiate the commercials with the selected Bidder.

2.26 Notification of Award - Letter of Acceptance

Prior to the expiration of the period of bid validity, the JCTSL will notify the successful Bidder in writing by sending a Letter of Acceptance (LOA) using registered letter or by fax/e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

The Implementation Schedule will commence from the date of issue of LOA .The notification of award will constitute the formation of the Contract.

- a. Subsequent to Jabalpur City Transport Services Limited issuing Letter of Acceptance (LoA) to the Preferred Applicant, the Preferred Applicant shall execute the Authorisation 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 Authorisation 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 Authorisation Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

2.27 Forfeiture of Earnest Money Deposit

If the Successful Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to JCTSL.

2.28 Signing of Contract

At the same time as the JCTSL notifies the successful Bidder that its bid has been accepted, the JCTSL will send the Bidder the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties.

Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the JCTSL. If the same is not executed within seven working days, the Earnest Money Deposit (EMD) of the Bidder may be forfeited and their tender may be held as non – responsive and liable for rejection as per the discretion of JCTSL.

2.29 Performance Security

(a) The Concessionaire 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 (LOA).

(b) In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Security. Performance Security shall be valid for 9 months beyond the term of the Authorisation Agreement. The Performance Security shall contain a claim period of three months from the last date of validity.

(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 bidder on the Performance Security deposited with the Jabalpur City Transport Services Limited.

(e) The Performance Security will remain frozen during the entire authorisation period of 10 years or up to the period of extended contract it will not be released to Concessionaire.

(f) The amount of Performance Security as Security deposit shall be forfeited if the Concessionaire abandons 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 Concessionaire fails to perform the contract at any time in such other events as are elsewhere provided in the contract.

2.30 Release of Performance Guarantee

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 Concessionaire 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 Concessionaire 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 Concessionaire.
- f. On production of clearance for all applicable dues, if any.

2.31 Contract Period

This Authorisation/Contract period is being granted for monitoring enforcement of on the on-street, off-street and multi-level parking at the assigned sites is for a period of 10 years (Authorisation Period), including a 6-month mobilisation period (moratorium period).

2.32 Rejection Criteria

The right of final acceptance of the tender is entirely vested with the JCTSL who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. After acceptance of the tender by JCTSL, the Bidder should have no right to withdraw his tender, or claim higher price. The tender approving authority may also reject all the tenders for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

2.32.1 General Rejection Criteria

- Bids submitted without EMD or with inadequate EMD
- Conditional Bids

- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- Bids received by the JCTSL, after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on crucial documents of the bids. Crucial documents will include the Letters, Certificates, Declarations, etc. The determination whether the document is crucial or not shall be performed by the JCTSL.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

2.32.2 Technical Rejection Criteria

- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

2.32.3 Commercial Rejection Criteria

- Incomplete Commercial Bid.
- Commercial Bids that do not confirm to the Tender's Commercial Bid format.

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

2.33 Concessions permissible under statutes

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

2.34 Income tax liability

The bidder will have to bear all Income Tax liability both corporate, service, GST and personal tax.

2.35 Intellectual Property Rights

The bidder shall identify JCTSL against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

The Bidder shall indemnify the JCTSL against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

3 Scope of Work and Terms of Reference

The scope of work includes but not limited to:

- a. Build, finance, construct, operate, maintain and manage the Smart Parking including ancillary/ support infrastructure as per technical specifications provided in the document.
- b. Meet the requirements laid down by the Jabalpur City Transport Limited.

3.1 DEVELOPMENT CONTROLS

All the Applicable Development Controls Regulations for development of Smart Parking Systems in the proposed locations shall be as per the shared specifications.

The selected Concessionaire shall ensure that the Project design development is compliant with 'National Highway Authority of India (NHAI) & Indian Road Congress (IRC) regulations. The project components of Smart Parking including access to project facilities like pavements; signage, etc. shall be as per MORTH (Ministry of Roads, Transport Highways) specifications. The Smart Parking Systems with structure like information display panels, etc., shall adhere to the Standards/regulations of Indian Road Congress (IRC), National Building Construction Code (NBCC) BIS. Overall, the performance of the project facilities shall comply/satisfy as per ISO 9001:2008 Standards.

The selected Concessionaire shall also confirm to any other applicable stipulations guidelines issued by any other statutory authorities.

3.1.1 Development Controls Technical Specifications

DEVELOPMENT BRIEF

The responsibility of the Bidder shall include all activities that are required to be undertaken, in order to confirm with the Minimum Development Obligations, Use Allocation provided in this section of RFP. The facilities would need to be planned, designed constructed in accordance with the Shared Technical & Architectural Specifications, Standards, Design Guidelines 'Maintenance & Performance Standards' provided in this section of RFP as highlighted in table below.

S. No.	Description of Parameters	Applicable Standards	Remarks
1	Development Controls regulations	Indian Road Congress (IRC), National Highway Authority of India (NHAI) regulations National Building Code (NBC) guidelines.	Any other applicable regulations/ stipulations, of any other statutory authorities applicable in Jabalpur City Transport Services Limited jurisdictions.
2	Spatial planning architectural design guidelines	Urban Development Plans Formulation & Implementation guidelines (UDPMI) Time Saver Standards. Specifications, guidelines stipulated in this section of RFP	Any other applicable regulations/stipulation, of any other statutory authorities.
3	Alternative/ nonconventional materials/ technologies, sustainable buildings, energy conservation, etc.	Environmental Building Guidelines' of MCB Indian Green Building Council (IGBC)	Any other applicable regulations/ stipulations of any other statutory authorities.
4	All Pavements Signage	Indian Road Congress (IRC) & Ministry of Road Transport Highways (MORTH) specifications.	Any other applicable regulations/ stipulations, of any other statutory authorities.
5	Project construction including structures, utilities, infrastructure facilities, etc.	National Building Council (NBC) regulations as per Bureau of Indian Standards (BIS).	Any other applicable regulations/ stipulations, of any other statutory authorities.
6	Performance Standards	ISO 9001: 2008	Any other applicable regulations/ stipulations, of any other statutory authorities.

3.2 Brief Scope of Work

3.2.1 Terms of Contract

The Concessionaire will install, maintain, and operate an IT-Based Smart Parking System to collect parking fees in the assigned Parking Sites of the city. Technical specifications for specific components are described. The Concessionaire shall carry out the following activities:

3.2.2 Hardware, software, facilities

- a. To provide install necessary complete hardware and software solutions, such as but not limited to boom barriers, auto pay station, devices, port-cabins, switches, gateway ,guidance system, for on street, off street and multi-level parking system.
- b. Provide Parking Management and Parking Guidance System to direct drivers to available parking slots through LED signage also through Smart Parking Mobile Application.
- c. Provide and install necessary LED signage which also includes variable messages sign board for guidance to public regarding availability of parking spaces other necessary information.
- d. Create API that can be integrated to the city Integrated Central Control Centre (ICCC) for viewing, analysing, storing and retrieval of the data to manage the Smart Parkings;
- e. Install, operate and maintain an IT system, for parking fee payments, monitoring, and enforcement. Procure software hardware for the processing of customer payments via credit card, net banking, mobile-based banking systems, other media; the impetus is on cashless payment system at all the parking lots.
- f. Smart Parking Mobile Application for parking services: App shall show the available slot on real time basis, booking of parking space, payment mechanism through various modes of payment, reservation for specially-able citizens, facility for extension of pre-booked parking space.
- g. Comprehensive operation maintenance of all hardware software installed for this project throughout Concessionaire period.
- h. Procure hardware software to aid in the planning monitoring of enforcement activities.
- i. To provide install thermal cum optical/IR sensors at each of the parking slot for cars for all surface parking lots. All parking slots should be individually clearly marked, mapped with parking sensors and have appropriate camera coverage. All sensors, devices equipment should have the capability to communicate back and forth with the ICCC for information feedback through a RF/ Wi-Fi/GPS or any combination of them in the enabled system
- j.
- k. Establish the required facilities, equipment, information systems for the operations of the Parking System.
- l. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

- m. Create and operate an illegal parking management system to inform the concerned authorities.

3.2.3 Operations

- a. The Concessionaire will develop modify, from time to time, a detailed operating plan (“Operating Plan”) for the Parking System. The Operating Plan will detail all aspects of operations including but not Limited to bring, signage, geometric design (i.e. delineation of free parking, paid parking, no-parking areas), fee collection, enforcement, facility maintenance, customer service procedures. The Concessionaire also will prepare detailed Parking Management Plans for all on-street, off-street and multi-level sites assigned to the Concessionaire. The Operating Plan Parking Management Plans, any modifications to them, must be approved by Jabalpur City Transport Services Limited. The Concessionaire will incorporate suggestions from Jabalpur City Transport Services Limited on the Operating Plan Parking Management Plans operate the Parking System in accordance with the approved Operating Plan Parking Management Plans.
- b. A Concessionaire will be responsible for complete operations and maintenance of all the parking spaces post parking site handover from Jabalpur City Transport Services Limited.
- c. Enter into an agreement with Jabalpur City Transport Services Limited to set up an Escrow Account into which all revenue, including Fees Fines, shall be deposited. Payment to the Concessionaire, Jabalpur City Transport Services Limited other agencies shall be made from the escrow account.
- d. Collect customer payments toward User Accounts via cashless payment system deposit the same into an escrow account set up for the purpose of the Smart Parking System.
- e. Manage and collect revenue as per tariff fixed by Jabalpur City Transport Services Limited for all the parking lots defined in this RFP.
- f. Include reserved vehicle slots for specially abled (“Divyang”)
- g. Collect applicable Parking Fees using an IT-based system (Cashless Payment System) from all users who park their vehicles in on-street, off-street and multilevel parking sites assigned to the Concessionaire. The Concessionaire will not collect cash or other forms of direct payment on the street.
- h. Unique identification of each vehicle entering any of the parking lots through bar-coded tickets, RFID/Smart Cards/QR Coded entry NFC enabled etc. as applicable.
- i. Monitor enforce on street parking rules in all No-Parking Areas by Traffic Police/ Jabalpur City Transport Services Limited/JMC. Concessionaire will electronically check paid/unpaid status of vehicles parked in Parking Facilities identify vehicles that have not paid applicable Parking Fees or that are parked in No-Parking Areas. Traffic Police will be notified by the Concessionaire to issue parking fines for immobilise such vehicles. Notify concerned authorities about immobilisation of violating vehicles. Maintain Record of all such instances in the system.
- j. Support the enforcement authorities by creating an information system via SMS and mobile application to report illegal parking to the concerned authorities.
- k. Provide access to an IT-enabled web based monitoring system with which Municipal Corporation Jabalpur may monitor the Parking System. The Concessionaire will provide

real-time information access periodic summary reports in an electronic format specified by Jabalpur City Transport Services Limited.

- l. Enlist trained professionals to operate the Parking System. The Concessionaire will prepare a Human Resources Plan specifying how personnel will be trained. The Human Resources Plan must be approved by Jabalpur City Transport Services Limited.
- m. Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.
- n. The Concessionaire shall not carry out any other commercial activities other than those mentioned in the RFP on or near Parking System facilities unless explicitly approved by Jabalpur City Transport Services Limited.
- o. To provide single space identification with LED indicators for all parking slots showing availability of parking lots.
- p. 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.

3.3 SYSTEM SPECIFICATIONS

3.3.1 OPERATING MANUAL

The Concessionaire will develop an Operating Manual for the System indicating the following:

- Parking Design
- Procedures for determining parking no-parking areas.
- Customer information
- System logo, slogan, other bring elements. Guidelines for the placement of static dynamic signage.
- Signage design, including specifications for layout, colour typeface.
- Specifications for pavement curb markings, including layout, colour, and typeface.
- Fee collection procedures (cashless payment system)
- Enforcement procedures (Physical & Technology enabled)
- Maintenance procedures for on-street, Off street and multi-level elements and hardware other equipment
- IT system communication protocols
- Data security.

3.3.2 PARKING MANAGEMENT PLANS

The Concessionaire will prepare detailed Parking Management Plans for all on-street, off-street& multi-level sites assigned to the Concessionaire. For all on-street, off-street sites and Multi-level parkings the Parking Management Plan will incorporate the following:

- a. Clear designation of Parking Facilities No-Parking Areas
- b. The layout orientation of parking slots, including the type of vehicle permitted

- c. Applicable Parking Fee.
- d. The location type of static dynamic signage to be installed
- e. External factors such as traffic volumes adjacent roads width of roads also need to be considered for to facilitate the access to the facility by the vehicles
- f. Solar powered parking facilities shall be encouraged
- g. Have sufficient site distances for internal circulation during parking un-parking
- h. Have efficient parking fee collection mechanism at entry or exit or both
- i. Drive way requirements should be carefully designed based on alternative parking Drive way requirements should be carefully designed based on alternative parking layout to efficiently utilise the available space
- j. All the parking facilities should also facilitate the convenient parking for disabled
- k. In all the basement facilities, a special consideration need to be given for safety of users/staff or anyone inside the facility as those places are susceptible to crime. In all these facilities the video surveillance is mandatory
- l. In all on-street parking facilities, storage space should be left at all sides of traffic intersection
- m. Concessionaire is allowed the possibility of revenue Generation at the Off-Street parking sites from the pre-processed food vending machines, allotted lots for car Wash facility (maximum of 1 car wash lot per 30 parking lots).
- n. Digital signage/ Hoardings may be used as a source of advertisement revenue generation for the On-Street and Off-street parking and multi-level parking lots in accordance to the given specification.
- o. The height of the hoardings including the pole can be a maximum of 8 meters at the Off-street parking sites with maximum 1 hoardings per 30 parking slots. The poles should be in accordance to the legalities governing such installations and should not compromise the aesthetics and functionality of the parking lots.
- p. The On-street digital advertising hoardings/ signage can placed/ mounted on each parking meter such that the aesthetics and functionality of the meter is not compromised, it can be of maximum size of 3*2 sq. ft.
- q. The park--ride facilities at transit stations should be located designed in such a way that it the entry exit of vehicles should not conflict with the movement of pedestrians
- r. The slope for access ramps in any parking facility should not be steeper than 1:50.

3.3.3 *ROAD MARKINGS SIGNAGE*

The Concessionaire will provide maintain clear static road markings signage at each on-street, off-street& multi-level parking with the following information:

- a. Have Markings for parking bays drive ways. The marking should clearly indicate the directions to the spaces for each vehicle type, each parking bay, drive way, directions to the exit, etc.
- b. Sufficient bay size to facilitate the length, width, head room opening of doors based on the corresponding vehicle type.
- c. Have Information boards specifying the facility name, parking capacity, pricing, time restrictions, vehicle types allowed, etc.
- d. All the off-street parking facilities shall be provided with the basic amenities like lighting inside the facility to ease the convenience for the user.
- e. Satisfy the drive way requirements in the design implementation as per parking Standards
- f. All the parking signs should be consistent as per IRC: 67 – 2012 “Code of Practice for Road Signs”
- g. Indicate where parking is allowed/ not allowed
- h. Permitted parking arrangements (e.g. perpendicular vs. parallel).
- i. An identification number (used when paying parking fees). (l)Specific time slots, if the zone is not an all-day parking slot
- j. In the case of Block Faces, road markings will be displayed continuously for the length of the Block Face signage will be installed at an interval of at least 20 m. At least one sign should be visible from each Parking Slot along a Block Face.

3.3.4 *USER ACCOUNTS*

The Concessionaire will provide the option of User Accounts for frequent System users. The User Accounts will have the following features:

- a. Ability to open an account online, through a smart phone app, or at a customer service kiosk
- b. Required data to open an account include the user’s name, address, mobile number and vehicle license plate number(s)

- c. Ability to recharge the account using cashless payment system.

3.3.5 *FEE PAYMENT SYSTEM*

The Concessionaire will create a fee payment system by which users can pay parking fees using a mobile phone or smart phone application. The payment system will:

- a. Register the beginning end of a Parking Event through a text message or through a Smartphone application.
- b. Send an alert when the duration of the Parking Event is about to exceed the user's balance.
- c. Send a response/confirmation message for all user actions
- d. Handle transactions by users with User Accounts
- e. Have the ability to differentiate charges based on:
 - Type of vehicle.
 - Duration of the Parking Event
 - The Concessionaire will not carry out direct cash collection from Users.

3.3.6 *CASHLESS PAYMENT SYSTEM*

With a view to reduce cash handling provide further options for payment JCTSL, Manas Bhavan is committed to deploy end-to-end smart parking management system in support of the cashless parking payment mechanism in all the parking sites i.e. on-street, off-street and in multi-level parking. It allows Users to pay to park their vehicle using a mobile phone (pay-by-phone mobile app), bank card through a smart parking card instead of using physical currency in a parking.

Cashless parking provides a different way to pay for parking, especially if you don't have any change or you want to extend your parking session without having to return to your vehicle.

The system offers a wide range of benefits to customers, including choice of payment method, reminders that their parking session is due to end and the flexibility to extend their parking session using their mobile phone, thereby eliminating the need to over-book initially.

The software should process cashless payment transactions. Transaction can either be initiated via attendant or self-service POS or via the Internet or mobiles devices. The net-centric software should take care of processes such as transaction capturing, identification, authorisation forwarding of data to the target systems, including routing and switching, even across parkings.

The below mentioned are the major components for cashless parking, which should be deployed at all the parking sites.

1. Automatic Fare Collection (POS Terminals) - A reader modules will be integrated in entry & exit barriers of parking that enable payment through bank card (credit & debit card, J Card, third party mobile wallets).
2. Pay-By-Phone (Mobile App) - Cashless parking is a quick secure way to pay for parking if you do not have to use the cash. A Pay-By-Phone mobile application will be developed, so that User will use their mobile phone instead of paying in cash the payment is made using their registered credit or debit card by registering on Pay-By-Phone mobile application or even without registering on Pay-By-Phone app by using guest check-out directly by paying the parking charges.
3. Third Party Mobile Wallets (Free Charge, Paytm etc.)
4. J-CARD (Citizens payment card specific to Jabalpur)
5. Vehicle Mounted Transponder (Electronic Tags)
6. **E-Parking Permits** - In practice the car registration plate becomes the permit ANPR (automatic number plate recognition) systems. Once the car registration plate is registered with application the vehicle can be parked within the rules at that parking location the parking charges will be deducted from User e-wallet.
7. Contactless Payment Technology - Reader modules shouldbe integrated at the entry & exit barriers of parking that enable vending machine equipment component manufacturers to integrate contactless technology.

3.3.7 *ENTRY CONTROL SYSTEM FOR OFF-STREET LOTS*

The Concessionaire will provide an entry control system for off-street public parking areas that meets the following criteria:

- a. Ability to record the vehicle's license plate number upon entry exit
- b. Real-time communication with the IT system
- c. Ability to notify enforcement personnel if a vehicle has overstayed the paid period

- d. The Concessionaire may establish kiosks at off-street parking locations enable cashless payment system
- e. The Concessionaire will restrict direct cash collection from Users.

3.3.8 *THIRD PARTY INTEGRATION*

- a. The Concessionaire should provide adequate possibility for integration with existing online payment instruments like bank payment accounts that allow for the integration of User Accounts with a common Transport payment system in the future.
- b. The application should provide an API for third party applications to integrate with the parking system.

3.3.9 *ENFORCEMENT SYSTEM*

The Concessionaire will operate enforcement activities as follows:

- a. Conduct periodic checks for 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 and in multi-level parkings 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. If a vehicle in an on-street, off-street and multi-level parking is found to be unpaid, the System will immediately record the violation in the IT system place a fine on the vehicle record. The Concessionaire will take photos to document the location license plate of the vehicle. The Concessionaire will record the violation and the System will alert the vehicle user by text message and through a smart phone application. Recording of the violation immobilisation 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. The System shall also send information of violations along with the photograph of the violation along with the license plate of the vehicle.
- d. The enforcements authorities should be informed within 1 hour of the violation occurring along with the photographs of the violation, photo of the licence plate and details of the vehicle. The concessionaire can remit the parking charges (hourly) for that particular parking slot for the

time exceeding 1 hour post information delivery to the enforcement agencies from the monthly revenue to be shared.

- e. The concessionaire needs to share the violation information with the concerned authorities within 1 Hour of the parking violation with Photographs of the violation to be eligible for remittance any revenue share for that parking slot.
- f. The system must record archive images of all parking violations
- g. Necessary information regarding vehicles towed by the concerned authorities will be updated on the Smart Parking App 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 Concessionaire

3.4 TECHNOLOGY SPECIFICATIONS STANDARDS

3.4.1 PREAMBLE

The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified.

In addition to the Development & Operational Controls covered in the previous Part, the Specifications Standards as defined in the Authorisation Agreement cover the Technical Specifications Guidelines for various components of Smart Parking.

The following specifications Standards cover only some of the minimum requirements for the development of project facilities. The Concessionaire shall construct, operate, maintain/manage the proposed project facilities strictly conforming to the relevant Indian Standards, Bureau of Indian Standards (BIS), the best industry practices, internationally acceptable norms for street furniture. Whether the requirements are explicitly stated or not in the RFP documents, the Concessionaires must note that Jabalpur City Transport Services Limited envisages a world-class facility in all respects expects international quality Standards from the selected concessionaire, as the binding contractual obligation.

This part of the volume covers the Technology Specifications:

- I. IT system Control Centre
- II. Website
- III. Smartphone application

IV. Customer information & marketing

3.4.2 *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 parked on each parking
- Details for each Parking Event
- 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
- Assigned itinerary
- Details of vehicles checked
- Details of vehicles immobilised by the enforcement authorities

3.4.3 *Website*

The Concessionaire will create a website with the following functionality:

- a) Displays real-time occupancy at all on-street, off-street and multi-level locations covered under the System.
- b) Displays current information on parking fee levels on all streets covered under the System.
- c) Displays a map of each parking location
- d) Provide a user account section with the ability to create a user account, modify the user profile, recharge the user's prepaid account, or pay fines
- e) Displays real-time fines issued collected.
- f) Have a English and Hindi language selection option

3.4.4 Smartphone Application

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

- a) Displays real-time occupancy at all on-street, off-street and multi-level locations covered under the System specific parking areas near the user's location
- b) Display current information on parking fee levels on all streets covered under the System.
- c) Provides a user account section with the ability to create a user account, modify the user profile, recharge the user's prepaid account, or pay fines
- d) Available in English and Hindi languages
- e) Displays real-time fines issued and collected to the enforcement authorities and link the same data to the ICCC
- f) Responsive interface to facilitate use on a wide range of devices and supporting both IOS and Android devices with different sizes.

3.4.5 Customer Information & Marketing

The operator will be required to market the System with a focus on encouraging proper parking in the city. The operator is encouraged to use traditional marketing techniques as well as modern marketing using web technology IT systems. The marketing campaign must comprise but is not limited to the following:

Information on the System website:

- I. How to use the parking system, including user accounts, parking coupons, fee payment, and fine payment.
- II. A regularly updated blog with news about fee structures, changes in parking rules,
- III. Facebook page with regular updates about the system, user tips, photos, other information.
- IV. Twitter feed with regular updates.
- V. Regular press interactions to disseminate information on System features benefits.
- VI. Marketing events and temporary customer service kiosks at popular on-street parking locations.
- VII. Membership drives to encourage people to set up User Accounts.
- VIII. Outreach to business associations, resident welfare associations, and other local stakeholders.
- IX. Advertisements on the radio print media.

3.4.6 OFF Street Parking (Open Covered Parking) - Entry Device

The entry device is designed for the automatic issue of Short-Term User (Visitors, VIP, and Hourly User) medium term user and processing Long-Term User (Seasonal User) at the entrance lane of a car park.

- a. Real time operating system (reduced risk of virus infection)
- b. Usage of robust flash cards as memory for operating system
- c. International standard proven network technology (Ethernet)
- d. Industrial embedded PC for the self-sufficient control of the device
- e. Stainless steel construction with structure effect painting IP 65
- f. Temperature Range -20°C to +50°C
- g. Air Humidity 0% – to 95%
- h. Terminal is designed for indoor outdoor use
- i. Tropical zed PCB's (PCB's are protected against humidity)
- j. Free choice of housing colour (RAL)

- k. LED full graphic colour display
- l. Back-out ticket recognition
- m. Anti-pass recognition
- n. Low ticket recognition
- o. Entry device abnormal events recognition
- p. Dynamic ticket dispensing lock if parking is full
- q. NFC/RFID compatible
- r. Presence check for Short-Term User medium & Long-Term User (Seasonal User)
- s. Vehicle access control integrated by auto gate for legitimate user
- t. Fully configurable text display advertising
- u. Half-Duplex Intercom sub-station
- v. Interface to Integrate CCTV Camera
- w. 10,000 stored transactions – offline redundancy
- x. Inter-exchangeability of spares between units
- y. LED display can be switched off in “idle mode” = no present vehicle
- z. Based on week profile, device can be set into “standby” mode with reduced energy consumption (automatic wake-up if car is present on loop)
- aa. Barcode/QR-Code Scanner for processing of pre-booking users

3.4.7 OFF Street Parking (Open Covered Parking) - Exit Device

The exit device is designed for the automatic exit validation of Short-Term User (Hourly User) medium term user & Long-Term User (Seasonal User) at the exit lane of a car park.

- a. Real time operating system (reduced risk of virus infection)
- b. Usage of robust flash cards as memory for operating system

- c. International standard proven network technology (Ethernet)
- d. LED full graphic colour display
- e. Stainless steel construction with structure effect painting IP 65
- f. Temperature Range -20°C to +50°C
- g. Air Humidity 0% – to 95%
- h. Terminal is designed for indoor outdoor use
- i. Tropical zed PCB's (PCB's are protected against humidity)
- j. Free choice of housing colour (RAL)
- k. RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System
- l. Presence check for Short-Term User medium term user & Long-Term User (Seasonal User) media
- m. Industrial embedded PC for the self-sufficient control of the device
- n. Half-Duplex Intercom sub-station
- o. Interface to Integrate CCTV Camera
- p. 10,000 stored transactions – offline redundancy
- q. Handling of substitute parking media for processing of lost Short-Term User media
- r. LED display can be switched off in “idle mode” = no present vehicle
- s. Based on weekly profile, device can be set into “standby” mode with reduced energy consumption (automatic wake-up if car is present on loop)

3.4.8 *RFID Entry/Exit Device: (Long-Term User /Seasonal User)*

The Long-Term User entry/exit device is designed for the automatic processing of Long-Term User media like Staffs, Residents, employee, etc., at the entry or exit lane of a car park.

- a. Real time operating system (reduced risk of virus infection)

- b. Usage of robust flash cards as memory for operating system
- c. Stainless steel housing pillar with IP 65
- d. Temperature Range -20°C to +50°C
- e. Air Humidity 0% – to 95%
- f. Terminal is designed for indoor outdoor use
- g. Tropicalized PCB's (PCB's are protected against humidity)
- h. Free choice of housing color (RAL)
- i. RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System
- j. Presence check for Long-Term User (Seasonal User) media
- k. Half-Duplex Intercom sub-station
- l. Industrial embedded PC for the self-sufficient control of the device
- m. 10,000 stored transactions – offline redundancy
- n. Integration with Rupay to be in sync with the standard for highways

3.4.9 *Auto Gate/ Barrier*

The barrier is designed for the automatic access control of vehicles, triggered by a control terminal (e.g. entry device, exit device, or Express exit).

- a. Temperature Range -20°C to +50°C
- b. Air Humidity 0% – to 95%
- c. Terminal is designed for indoor/ outdoor use
- d. Tropicalized PCB's (PCB's is protected against humidity)
- e. Free choice of housing color (RAL)
- f. Maintenance-free barrier drive

- g. Useable as right-hand & left-hand drive, easily changeable on-site
- h. Fast opening closing times within 1.5 sec
- i. Barrier arm is equipped with a rubber edge on the bottom to prevent damage
- j. No parts needed (screw etc.) for replacement of run-off barrier arm

3.4.10 Automatic Pay Station (Cash/Credit Card/Debit Card/Mobile Wallet/ J-Card)

The automatic pay station should be designed for the automatic processing of all payment transactions of Short-Term User media and Long-Term User (Seasonal User) media.

- a. Real time operating system (reduced risk of virus infection)
- b. Usage of robust flash cards as memory for operating system
- c. International standard proven network technology (Ethernet)
- d. LED full graphic colour touch screen display
- e. Stainless steel construction with structure effect painting
- f. Temperature Range -20°C to +50°C
- g. Air Humidity 0% – to 95%
- h. Terminal is designed for outdoor use
- i. Tropicalized PCB's
- j. Free choice of housing colour (RAL)
- k. Customised inscription on front plate (e.g. "PAY PARKING HERE")
- l. Illuminated Top
- m. Illuminated Top with customised inscription (e.g. "PAY PARKING HERE")
- n. Illuminated user guidance of all entry slots dispensing slots
- o. Escrow function

- p. Multi-rod security cabinet locking facilities with nine (9) locking points at the door
- q. Protective 4-Lock-System with high level security quality, high level key copy protection, highest level of drilling & core pulling protection highest manipulation protection
- r. Receipt printer
- s. Deactivation of the customer display after a pre-set switch-off time following last payment
- t. Unit can be set into “standby” mode with reduced energy consumption, based on a freely definable time profile
- u. Remote or manual wake-up command (wake-up by motion detection via radar)
- v. Payment of Short-Term User (Hourly User) media
- w. RFID (Contactless) Short-Term User (Hourly User) media processing calculation of tariff in the RFP
- x. Payment of over stay fees for Long-Term User (Seasonal User) media
- y. Extension of validity of Long-Term User (Seasonal User) media with pre-payment contract
- z. RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System
- aa. Automatic production of parking media as substitute for a lost Short-Term User media at a fixed rate by pressing a button
- bb. Remote handling of substitute parking media for processing of lost Short-Term User media (ee) Half-Duplex Intercom sub-station
- cc. Interface to Integrate CCTV Camera
- dd. Industrial embedded PC for the self-sufficient control of the device
- ee. 10,000 stored transactions – offline redundancy
- ff. Barcode/QR-Code Scanner for processing of third party barcodes as means of payment or discount
- gg. Software evaluation of third party Barcodes/QR-Codes as vouchers

3.5 SITE DEVELOPMENT RELATED SPECIFICATIONS

3.5.1 Car Park Management System

- a. Supporting 64-bit Microsoft Windows® Operating Systems
- b. Open software architecture (API / Universal Interfaces)
- c. Management of authorisation levels internal user groups (e.g. admin or service personnel)
- d. Usage of modern software technology for all GUI applications (operation modules) on the car park management server
- e. Multi-tasking/multi-application capability allowing to open several operation modules at the same time
- f. Workstations allowing multiple users managing the car park simultaneously

3.5.2 Business Intelligence

The Business intelligence to be applied in the smart parking system should consist of the following functionalities:

- a. Ad-hoc reporting with drill down capability
- b. Modern multi-dimensional data platform
- c. Separate reporting data base for high-performance data analysis (data warehouse)
- d. Interactive user interface flexible formatting capabilities
- e. Storage of user specific reports
- f. Import/export existing reports
- g. Supporting report analysis via Microsoft Excel® (*.xls file) (i) Export in *.xls, *.csv, *.pdf *.png files
- h. Flexible “Top 10” filters criteria

3.5.3 User Logging Audit

- a. Continuously logging user application activity
- b. Information on which user has signed on what occurred during the session (i.e. used which application / performed which function) the associated timestamps to be provided

3.5.4 *Difference Counting Module*

- a. Integrated software module for the management of the occupancy counters in the car park
- b. Detecting the occupancy of each slot of the complete car park, categorised by reserved Spaces(Long-Term Users / Seasonal Users), non-reserved spaces (Short-Term Users / Hourly Users), booked spaces (Short-Term Users / Hourly Users who pre-booked via internet)total spaces
- c. Use of threshold values to control signs, car park levels
- d. Automatic sign control (free/full) depending on the number of cars in the car park

3.5.5 *Alarm Management Module*

- a. Integrated software module for the management of alarms or events generated by the field devices or the users of the car park management system
- b. Alarm prioritization for efficient action clear instructions to staff
- c. Configuration of customer specific alarm messages
- d. Configuration of alarm messages that require a comment by the operator (e.g. manual barrier opening requires a reason to be typed in)
- e. Alarm logbook (history function)
- f. Alarm counter for displaying alarms with multiple occurrences
- g. Alarm forwarding via email

3.5.6 *User Administration Module*

- a. Integrated software module for the management of Long-Term User (Seasonal User) data (e.g. address, invoice details, card numbers).
- b. Extended Long-Term User (Seasonal User) access profiles (depending on Day/Time parking area or integrated parking area)
- c. Flexible list generator allowing for definition of views queries/ reports on Seasonal User data details

- d. Automated invoicing
- e. Invoicing date cycles definable

3.5.7 Tariff Module

- a. Software module for the management of parking fees allowing to modify or create a customised tariff structure
- b. 'Lost ticket at exit' feature (fixed or variable tariff)
- c. Separate accounting on validation schemes
- d. Define complex highly differentiated tariffs (e.g. special tariffs for determined use-cases or user patterns, daily, hourly on events)
- e. Tariff tester for tariff verification prior to tariff activation

3.5.8 Power Management Module

- a. Software module for the configuration of device profiles defining "stand by" periods per unit or group of units for scheduled shutdown of the devices.
- b. Control option for "temporary wake-up" of devices out of "stand by" mode.

3.5.9 Site Development Related Specifications Smart Parking

All the project components/facilities shall be as per the design approved by Jabalpur City Transport Services Limited shall not obstruct the pedestrian access using footpaths, skywalks (FOBs), etc.

Recommended practices for road signs as per IRC 67:2001 for pedestrian facilities as per IRC 103:1988 shall be followed.

3.5.10 Civil Structural

- a. The basic structure shall be made of Structural Steel, designed for all Dead & Live loads (500 kg/sq.m), Wind Pressures (in accordance with IS: 875, Part-3 of 1987) seismic forces (seismic

zone II Standards in accordance with IS: 1893-2002), etc., shall be in accordance with the latest Indian Standard Codes.

- b. Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 2062:2006. Tubular sections shall conform to IS-4923. Structural joints shall conform to IS 4000:1992.
- c. All materials to be used for the construction shall conform to the specifications Standards laid down in Part V of National Building Code on building material Part VII of National Building Code on construction practices safety, latest edition as prevalent at the time of execution of work.
- d. RCC components shall be designed as per IS 456: 2000 other relevant codes.
- e. Concessionaire is advised to carry out their own investigations related to soil condition, strata, and bearing capacity other characteristics of the project locations.

3.5.11 Lighting (Smart Parkings)

Lighting shall be designed to provide adequate vision, comfort safety. It shall be designed to provide uniform lighting of minimum throughout the facility with no dark patches or pockets shall confirm to IS 7537(Part 0/Sec 0): 1974 of BIS.

3.5.12 Smart Parking concessionaire responsibilities

- a. The Concessionaire shall take such measures exercise to protect the site during the course of the works as directed by to the entire satisfaction of the Jabalpur City Transport Services Limited.
- b. The Concessionaire shall submit a programme supported with Bar Chart for construction of project/s in a phased manner so as to cause least inconvenience to the public. The construction erection work shall be carried out during night hours/restricted hours keeping in view the safety of pedestrians/traffic. The Concessionaire should give their complete program for different stages of execution including planning, designing, fabrication erection, etc.
- c. During the construction period, the Concessionaire shall make suitable arrangements to co-ordinate with the Jabalpur City Transport, Officer In Charge provide all necessary information so as to allow the Jabalpur City Transport, Officer In Charge to monitor the progress quality of construction in line with the role of the Jabalpur City Transport, Officer In Charge as provided in the Authorisation Agreement.
- d. The Concessionaire shall provide all equipment materials necessary to provide the Services.

- e. The installed facility equipment shall be inspected, checked tested to verify that it is correct, complies with specification has been installed in accordance with design drawings as per defined technical specifications.
- f. The following checks shall be carried out before acceptance of various units' equipment:
 - I. Dimensions of all the civil structures as per the approved drawings
 - II. Pipes related accessories installed as per the approved drawings
 - III. Alignment of equipment as per the approved drawings
 - IV. All the electrical works to be tested for routine type tests
 - V. Installation of cables, earthing and works as per relevant IS or international codes
- g. The commercial space (as approved by Jabalpur City Transport) provided to the Concessionaire shall be used strictly for the purpose for which they are allotted.
- h. Wherever any references to any Indian Standard Specifications /or IRC codes occur in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tender.
- i. The work shall be executed with highest degree of efficiency all safety aspects shall be adopted as per International practices as directed by Jabalpur City Transport, Officer in Charge.

3.6 MAINTENANCE PERFORMANCE STANDARDS

3.6.1 Preamble

The following maintenance performance Standards covers only some of the minimum requirements for operation. The Concessionaire shall operate, maintain, and manage the proposed Smart Parking strictly conforming to the relevant Indian Standards, the best industry practices, internationally acceptable norms.

3.6.2 General

During the period of operation, the Concessionaire shall maintain all the facilities in accordance with performance Standards and maintenance requirements, as mentioned below:

- a. Perform maintenance on a routine periodic basis
- b. Provide functional facilities that

- I. Meet the requirements of Smart Parking System;
 - II. Ensure the safety of the pedestrian road users;
 - III. Maintain a clean hygienic environment at Project locations.
- c. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned completed in a timely manner.
 - d. Establish a maintenance list for planned operation maintenance. Follow an orderly program so that maximum operational efficiency is attained.
 - e. Maintain regular systematic records of all maintenance operations activity at the Facilities.

3.6.3 *Maintenance Work*

- a. The Concessionaire shall in consultation with Jabalpur City Transport Services Limited /or Jabalpur City Transport, Officer in Charge evolve an Operation Maintenance Manual.
- b. The Concessionaire shall perform routine periodic maintenance activities for the project infrastructure viz, civil, mechanical electrical works equipment, services, and facilities.
- c. Maintenance of all the electrical-mechanical equipment's, machineries shall be as per 'Original Equipment Manufacturers' (OEM) Standards.

3.6.4 *Maintenance Performance Standards*

- a. The Concessionaire shall maintain the Project Facility in good usable condition throughout the Authorisation Period or any extension thereof through regular preventive maintenance of the Project Facility
- b. The Operation Maintenance Manual shall include all the activities required for regular periodic maintenance of the facility during the Operations Period, so that the facility is maintained in a manner that at all times it complies with the specifications Standardsat the time of divestment of rights interests by the Concessionaire in terms of the Authorisation Agreement in sound, durable functional condition

3.7 REPORTING MONITORING

3.7.1 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 JCTSL.
- b. To provide for flexible report formats, in .xls, .txt or any other user-friendly structure including graphics depending on the request of the Jabalpur City Transport Services Limited from time to time.
- c. Reports should be available remotely to 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 .

3.7.2 Monitoring

A facility should be available for Jabalpur City Transport Services Limited monitoring team, external & internal auditors to periodically inspect the functioning of the parking facilities. 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 and for all the applications provided by the system.

3.7.3 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 Concessionaire shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.
- c. The SLAs shall be monitored periodically by JCTSL or any person/ body appointed by JCTSL and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses.

3.7.4 SLA during Implementation

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

In case, the Concessionaire reaches maximum of penalty at any point of time, Jabalpur City Transport Services Limited reserves the right to invoke the termination clause.

The Smart Parking System shall be installed operationalised by the Concessionaire within six (6) months from the agreement date/Date of Clear Site Handover from Jabalpur City Transport Services Limited in accordance with the RFP stipulations, any delay in installation or operationalisation of Smart Parking System will attract the penalty as given below on Concessionaire on each incomplete parking site.

Delay	Penalty Value
<i>Per week</i>	<i>2.5% of Minimum weekly Authorisation Fee</i>
<i>Maximum (4 weeks)</i>	<i>10% of Minimum weekly Authorisation Fee</i>

3.7.5 Post - Implementation SLA

S.No.	Condition of Delay	Penalty
1	If any complaint of over-charging or collecting parking charges outside the parking area defined in	a penalty of minimum amount of Rs.10000/-for each such incident shall

	RFP document or subsequently allotted is received from the complainant or any violation is noticed, the same shall be investigated by the Jabalpur City Transport Services Limited	be imposed on the Concessionaire for repeated violation, action shall be taken against the Concessionaire as per clause of this RFP to terminate the agreement
2	The Concessionaire has to ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot. Any deviation from each such situation a penalty will be levied from the Concessionaire	For each such violation a penalty of Rs. 2,000 per vehicle per incident will be imposed
3	The Concessionaire has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot	For each such violation a penalty of 5000/- (Rupees Five Thousand per vehicle) per incident will be imposed.
4	For non-operation of database on any of the day	Jabalpur City Transport Services Limited will charge the Authorisation fee of that day equal to the highest collection of parking charges for a day during the past 365 days
5	<p>a. The uptime commitment of all the parking sensors, LED display, or any other equipment/ communication devices used for real-time availability of parking spaces its billing is 99%</p> <p>b. The uptime commitment of all the CCTV related equipment its communication devices is 98%</p>	A penalty of Rs. 5000/- Per parking lot per Hour of downtime beyond the specified percentages in the adjoining column to be levied from the Concessionaire
6	If the online information of parked vehicles/availability of parking is not matching with the actual position (99% accuracy)	A penalty of Rs.5000/- (Rupees Five Thousand) per parking lot per day will be imposed.

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

No offline billing of parking charges will be allowed. The Concessionaire has to make standby arrangement of the internet/network connectivity in case the online system is down at any time. The Concessionaire has to keep spare hand held devices, computers, network equipment and other equipment so that the system will be operational all times.

3.7.6 Other Penalties

a. It is expected that the Concessionaire should comply with all the Policy / Procedural/ Regulatory Guidelines enforced by Government of India, Government of Madhya Pradesh and other statutory related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity.

b. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorised as follows (this includes but not Limited to the following):

- i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of Jabalpur City Transport Services Limited.
- ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorised access to public Wi-Fi.
- iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with Standards for website/mobile app development, etc.

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

Type	Measurement (Unit)	Response Time (In Unit)	Penalty On Response w.r.t. Delay/Unit
Information Security Breach	Hours	1	1000
Network & System Security Breach	Hours	1	1000
Guidelines Breach	Days	7	5000

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

Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications Information Technology, Department of Science Technology, or other statutory Authorities, etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

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

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

3.7.7 Review of SLA Parameters

The SLA design is based on the scope of services to be delivered by Concessionaire. 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' operations. Jabalpur City Transport Services Limited, after thorough analysis of the monthly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters and update the terms. If the revision occurs, then the revised SLAs would be final binding for the rest of the term of the contract.

3.7.8 Proposed Parking Sites

S.No	Name of the Location	Parking	TypeOf Parking Available	Capacity 2 Wheeler	Capacity 4 Wheeler
1	Gwarighat Jhanda chowk	2 + 4	On street	300	50
2	Bhanwartaal Gate to Front of Saint Norbat end along the Bhawartal Garden	2 + 4	On street	250	50
3	Model Road both side	4	On street	100	100
4	Back Side Naudra bridge bus stop	4	On street	-	20
5	Civic Center	2 + 4	On street	100	50
6	Shrinath ki taliyaa	2+4	Off street	200	100
7	Manas Bhawan	4	Multi-level	-	37
8	Beside Indian coffee house super market	4	Multi-level Proposed	300	150
9	Bhawartal garden old swimming pool	4	Multi-level Proposed	300	180
10	Civic Center	4	Multi-level Proposed	300	150
	TOTAL			1850	887

Note:

- I. Total contract term is ten years from the date of handing over of clear parking sites to the concessionaire
- II. JCTSL will try to provide three thousands (3000) car parking and five thousand (5000) two wheeler parking in future as per availability, JCTSL not Bind to provide parking lot its depends on space availability.
- III. The Bidder shall operate, maintain manage the complete parking solution, throughout the Authorization period in accordance with this RFP document.
- IV. The manpower shall be quoted as per the number given in the RFP.

3.7.9 Indicative Bill of Material

The following shall be considered the indicative Bill of Material governing the contract and will be required to be supplied as per the minimum Technical Specifications provided.

Sr. No	Item description	Unit of Measurement	Approx. Indicative Quantity
Parking Management System - On street			
1	Surface mounts sensors for identification of vehicle presence for on street parking for Cars.	No's	1877
2	Data communicator - Relay nodes	No's	179
3	Wireless GPRS Gateway for surface mount sensors - data collector	No's	84
4	Payments terminal with credit/debit card payment for on street	No's	80
5	KIOSK for parking meters	No's	80
6	Android Tablet - fall back system, handhelds for monitoring the online pre-booked transactions	No's	20
7	I R based sensors with MS powder coated frames for wheel engagement system for bikes	No's	3079
Parking Management System off street parking lots - Outdoor & Indoor			
9	Heavy duty auto gate with microprocessor based Controller detectors for four wheeler two wheeler	No's	98
10	Entry Station with automatic ticket dispenser with networking capability to communicate with ICC - cars	No's	23

Sr. No	Item description	Unit of Measurement	Approx. Indicative Quantity
11	Entry Station with automatic ticket dispenser with networking capability to communicate with ICCB-Bikes	No's	26
12	Express exit with ticket validating unit with networking capability to communicate with ICCB-Cars	No's	23
13	Express exit with ticket validating unit with networking capability to communicate with ICCB - Bikes	No's	26
14	Auto pay station with hardware unit for bank note acceptor dispenser, ticket validator/w from smart card, receipt printer Customer Display unit	No's	26
15	Gateway for off-street parking (Outdoor Indoor) for field devices	No's	26
16	Hand held device with scanner, printer and number plate readable camera with 8 hrs. battery backup with networking capability to communicate	No's	12
17	1 KVA Online UPS with in-built battery with 2hrs back-up	No's	141
18	2 KVA Online UPS with Inbuilt battery with enclosure	No's	12
19	Cashier kiosk for Auto pay	No's	26
Parking Guidance System			

Sr. No	Item description	Unit of Measurement	Indicative Quantity
20	Variable message Sign :RGB – LED Matrix panel of minimum size 4 X 3' with all necessary accessories - to display the parking availability on the interconnecting road to display emergency information's	No 's	94
Parking Enforcement			
21	Wheel clamps with yellow red paint finish, with lock key.	No's	300
Other Infrastructure			
22	20' x 10' porta cabin with insulation wooden flooring	No's	3
CABLING & CONDUITS			
23	Cat 6 Patch cable of 3 meters with RJ45 jack.	RMTS	2000
24	3c x 2.5sqmm copper multi str cable for powers apply to IPMGS	RMTS	3000
25	Single core 1sqmm copper muliti str cable for IPMGS	RMTS	2500
26	25mm GI pipe, B Class with necessary fittings	RMTS	1000
27	25 mm PVC conduit of ISI make with 2mm thick. With necessary	RMTS	3000
Software applications			
28	Parking management software for Off street parking	No	1
29	Parking entry station software	No	1
30	Parking exit station software	No	1
31	Parking management software for 2W On street parking	No	1
32	Parking management software for 4W On street parking	No	1
33	PG S Software for bay monitoring	No	1
34	PG S Software for facility guidance for outdoor parking/ VMS	No	3
35	Enforcement software	No	1
36	Software for Business Intelligence reports	No	1
37	Parking App Software	No	1

Sr. No	Item description	Unit of Measurement	Indicative Quantity
38	Parking portal software	No	1
39	API Integration system to ICC	No	1

- **Note:**

This is minimum technical specification with indicative quantities for successful completion of this project required for implementing project in proposed parking lots mentioned in this RFP. The Concessionaires are free to increase the quantity if their technical solution warrants

3.8 Implementation Timelines

The Concessionaire will be expected to meet the following timeline: Indicative list of deliverables

S.No.	Milestone / Deliverable	Project Stages	Timelines
1	Engineering & Design Report of each parking lot for approval	Inception Phase	T+ 2 weeks
2	Project Implementation Plan & SOPs for Operations & Maintenance of parking lots keeping the requirements defined in this RFP as priority.	Implementation Stage	To+ 2 weeks
3	SOPs for API to integrate system to city Command & Control Center		To+ 6 weeks
4	SOPs for various Parking services (regular, overnight, weekly, monthly, valet, premium, online, mobile application)		To+ 10 weeks
5	Establishment of the System as per RFP agreement with Jabalpur City Transport Services Limited		To+ 24 weeks
6	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+ 08 weeks, 3rd on T1+ 12 weeks so on) These reports will continue for complete 10 years 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 Concessionaire in consultation with Jabalpur City Transport Services Limited approved by Jabalpur City Transport Services Limited.	Operation and Maintenance Stage	T1+ 4 weeks

timelines for Bidder

Note:

- a. **T** is the date of Signing of agreement between concessionaire and JCTSL
- b. **T_o** is the date of start of first stage of the project that is implementation stage
- c. **T_o** is the date of handing over all the defined agreed parking lots to Concessionaire from Jabalpur City Transport Services Limited for implementation of the project.

d. T_1 is the date of start of operations after Go–Live based on the agreed approved Implementation Plan with Jabalpur City Transport Services Limited.

e. T_1 will be decided based on the mutual agreement of Jabalpur City Transport Services Limited the bidder. It will be after the required approval of the Implementation plan, SOPs by Jabalpur City Transport Services Limited, after the establishment of minimum required systems is complete as per satisfaction of Jabalpur City Transport Services Limited.

3.9 Team Composition & Qualification Requirements for the Key Personnel

The Bidder shall deploy a multi-disciplinary Project Team for this assignment, consisting at least of the following key personnel:

NOTE: Bidder is required to submit profiles of key resources as defined in technical evaluation criteria of this RFP in the format as provided in this RFP as part of the technical bid.

S. No	Profile	Minimum Number of Deployment	Basic Qualification Criteria	Min. Experience Required
1	Parking Attendants	20	SSC/10 th Pass	Overall industry experience of 6months to 1 Year
2	Security Guards	30	7 th Standard Pass	Overall industry experience of 1-2 Years
4	Operations Manager	4	Any Degree	Experience of 5-6 Years.
5	Sr. Manager – Operations	2	Any Degree	Experience of 7-8 Years.
6	Enforcement Attendants	20	SSC/10 th Pass	Experience of 1+ Year
7	Tech. Support Engineers	5	Diploma	Experience of 1+ Year
8	Manager-Technical	1	B.E / B.Tech	Engineering with 5-6years experience or Engineer with 2-3years experience.

3.10 Authorisation Period

Authorisation period shall be for Ten (10) years as per following details.

- I. Signing of Authorisation Agreement within 15 days from the date of issue of Letter of Allotment (LOA)
- II. Period of Construction Installation of Smart Parking will be Six (6) months from the date of signing of agreement or Fifteen days from the date of issue of LOA whichever is less, subject to handover of clear site by Jabalpur City Transport Services Limited.

However, the Concessionaire shall commence the parking operations immediately after receiving the work order from Jabalpur City Transport Services Limited. Authorisation period of contract will be Ten (10) years from the date of signing of contract including a 6 month implementation period for the Smart parking construction and installation.

3.11 Authorisation Fee

- a. The Authorisation Fee will be quoted monthly Percentage Revenue share Based on a Revenue sharing Model.
- b. The applicant shall quote the '**Percentage (%) of the Revenue Earned**' as percentage of revenue earned (= Gross Revenue minus GST taxes as applicable) which will be provided to Jabalpur City Transport Services Limited in the prescribed format as per this RFP.
- c. The Minimum quoted percentage revenue share will be 20 percentage of total revenue collected by Concessionaire.

3.12 Payment Terms

- a. Revenue received from parking 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 Concessionaire.
- b. The Concessionaire shall pay all duties GST in consequence of its obligations under this Authorisation Agreement; the Authorisation Fee shall not be adjusted for such costs. Any changes in other taxes as applicable after the implementation of the GST bill shall be added on prorata basis on the applicable tariff for all categories rounded off to the nearest rupee.
- c. The Concessionaire shall Deposit total revenue into a bi party escrow account of bidder and Jabalpur City Transport Services Limited on monthly basis by the 7th day of the subsequent month throughout the Authorisation Period, along with necessary detailed reports related to the Authorisation Fee proof for submission of taxes duties, as applicable.
- d. Failure to pay the Authorisation Fee in time and if there are no unforeseen and unavoidable circumstances or force majeure events the delay will attract an interest of 18% per annum

compounded quarterly on the entire amount of unpaid Authorisation Fee payable for the entire period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of Authorisation Fee for a period of two subsequent months, Jabalpur City Transport Services Limited will encash the Performance Security equivalent to the outstanding Authorisation Fee. Thereafter, the Concessionaire will have to resubmit the Performance Security of full amount within fifteen days from the date of such encashment. If the Concessionaire fails to resubmit the Performance Security of full amount within the said fifteen days, then Jabalpur City Transport Services Limited shall terminate the agreement no compensation would be paid for the investment undertaken by the Concessionaire.

- e. Parking rates for parking lots in Jabalpur City area have been defined by Jabalpur City Transport Services Limited. The Concessionaire shall charge rates for parking only as approved by Jabalpur City Transport Services Limited from time to time. These rates are inclusive of any all taxes/duties, etc., as applicable.

Note:

I. The parking charges for On-street, Off-street and Multilevel parking will be revised on a yearly basis as per the below table:

S.No.	Parking Duration	Criteria for charge revision
1.	Up to 4 Hours	To be increased by 10% on a yearly basis rounded up to the nearest Rupee.
	From 4 to 12 Hours	
	From 12 to 24 Hours	
2.	Monthly Pass	To be increased by 5% on a yearly basis rounded up to the nearest Rupee.

II. On any upward or downward revisions in statutory charges, fees, taxes duties, etc. as applicable after the implementation of the GST, the then existing tariff shall be modified accordingly on prorated basis for all categories rounded off to the nearest rupee.

3.13 Determination of Parking Fees Fines

3.13.1 Parking Fees Determination

Jabalpur City Transport Services Limited will set Fee Rates Fine Rates, including the determination of Parking Fee Rates Parking Fine Rates. The Parking Base Price for cars will be Ten (10) Rupees for first 4 hours. The Parking Base Price for two wheelers is ₹Five (5) Rupees for first 4 hours.

Off Street Parking Rates					
S. No.	Description	Duration Up to 4 Hours	Duration From 4 to 12 Hours	Duration From 12 to 24 Hours	Monthly pass
1	Two Wheeler	Rs. 5	Rs. 10	Rs. 20	Rs. 300
2	Four Wheeler	Rs. 10	Rs. 20	Rs. 40	Rs. 600
On Street Parking Rates					
S. No	Description	Duration Up to 4 Hours	Duration From 4 to 12 Hours	Duration From 12 to 24 Hours	Monthly pass
1	Two Wheeler	Rs. 5	Rs. 15	Rs. 30	Rs. 450
2	Four Wheeler	Rs. 10	Rs. 30	Rs. 60	Rs. 900
Multilevel Parking Rates					
S. No.	Description	Duration Upto 4 Hours	Duration From 4 to 12 Hours	Duration From 12 to 24 Hours	Monthly pass
1	Four Wheeler	30 Rs.	60 Rs.	120 Rs.	1800 Rs.

3.13.2 Parking Fines Determination

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

3.13.3 Fine Fee Collection

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

3.14 Project Engagement Model

The Engagement model is bifurcated into following two stages-

- I. Implementation Stage
- II. Operation Maintenance Stage

3.14.1 Implementation Stage

Implementation of Smart Parking System in Phases:

- a. Parking charges are to be collected by the Concessionaire by using any mechanism from the date of handing over of the parking lots by Jabalpur City Transport Services Limited to the Concessionaire on as where basis.
- b. Within 6 months from the date of handing over of parking lots to concessionaire, the Concessionaire shall implement and operationalise centralised online payment system (cashless payment system) at all parking lots for all parking slots.
- c. Within six months from the date of handing over of all parking lots, complete smart parking solution is to be implemented and operationalise as per scope defined in this RFP document.

3.14.2 Operation Maintenance Stage

- a. Total Authorisation period is ten (10) years from the date of handing over of all parking lots as per the signed Authorisation Agreement. This includes six months Smart Parking System implementation period also.
- b. The Concessionaire will start operation maintenance of all parking lots from the date of handing over of parking lots by Jabalpur City Transport Services Limited to the Concessionaire.
- c. The Concessionaire shall operate, maintain manage the complete Smart Parking System as designed built under this RFP document, throughout the Authorisation period in accordance with this RFP document.

3.14.3 Project Business Model

- a. Parking charges are to be collected by the Concessionaire by using cashless payment mechanism 6 months from the date of handing over of the parking lots by Jabalpur City Transport Services Limited to the Concessionaire on as where basis.
- b. The Authorisation Fee will be quoted Percentage Revenue share Based on Revenue share Model.
- c. The concessionaire can charge the alternate sources of revenue as mentioned in this RFP and share the revenue with JCTSL in accordance to the quoted percentage revenue share.

4 Model Master Agreement

Format of the Contract to be entered between successful bidder and Jabalpur City Transport Services Limited is given below:

This Contract is made and entered into on this day of by and between

“Jabalpur City Transport Services Limited”,
(Hereinafter referred to as Client)

Which expression shall include its successors, administrators, executors and assignees) on the one part

and

M/s, with its Registered office at

referred to as the “CONCESSIONAIRE” or the “SI” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

Whereas

1. Client has desired for <<RFP NAME>>for carrying out Client, IT operations conforming to specifications as set forth in the Scope of Work in the RFP issued.
2. And Whereas the SI represents that it has the necessary capabilities for carrying out the said works as referred to herein and has submitted a bid for providing the required services against Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Client from time to time.
3. And Whereas Client has accepted the bid of the SI and has placed Letter of Acceptance / Notification of Award vide its letter Dated.... on the CONCESSIONAIRE.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

Definitions:

4. In this Contract, the following terms shall be interpreted as indicated:

“**Business Day**” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Client;

“**Confidential Information**” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any registrant, or any other person who is covered within the ambit of any legislation related to Client, including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:

- is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
- but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- But does not include information which is in receiving party's possession prior to receipt from the disclosing party.
- But does not include information which is independently developed or learned by the receiving party.

- But does not include information which is disclosed by the receiving with the prior written approval of the disclosing party.

“Contract” means the Agreement entered into between the Client and the “concessionaire” as recorded in the Contract form signed by the Client and the “concessionaire” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

“Concessionaire’s Representative” means the person or the persons appointed by the SI from time to time to act on its behalf for overall co-ordination, supervision and project management.

“Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.

“Effective Date” means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;

“Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;

“Kick off Meeting” means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with Concessionaire.

The **“SI”** means the company with whom the order has been placed for providing Services as specified in this tender/Contract and shall be deemed to include the Concessionaire's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.

“Lead Bidder” is the entity which is mentioned in the Consortium Agreement as such and in whose favour the LOA is issued by Client.

“Parties” means the Client and the SI and **“Party”** means either of the Parties;

“Service” means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the SI covered under the Contract;

“Service Specification” means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the SI to meet the design criteria.

“Agreement” or Authorisation Agreement” shall mean the Authorisation Agreement entered among the Jabalpur City Transport Services Limited & Concessionaire/ Concessionaire.

“JCTSL” shall mean Jabalpur City Transport Services Limited

“Concessionaire”/“Concessionaire” shall mean the selected Preferred Bidder selected nominated by the “Jabalpur City Transport Services Limited” to implement the Project on the terms conditions stipulated in the Authorisation 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 Authorisation Agreement.

“Commercial Operation Date” or “COD” means the date upon which the Concessionaire 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 Authorisation Agreement” for project implementation.

“Car Parking Slot” is an individual parking space for one (1) passenger car.

“Collection” is a set of processes designed to the reception, consolidation, Transport deposit of the moneys derived from the initialisation charge in Smart Parking System.

“Command and 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, concessionaires, communications systems related elements. This will be the city Command and Control Centre, not a separate one setup for this project

“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 concessionaire into which all revenue shall be deposited, thereafter, payments to the Concessionaire Jabalpur City Transport Services Limited shall be made.

“Grantor” shall mean Jabalpur City Transport Services Limited.

“IT-Based Parking System” or “Smart Parking System” means a system in which collection of parking fees system monitoring system enforcement is managed in real-time using a central server control centre.

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

“Minimum Development Obligations” or “Essential Facilities” shall mean the Minimum Development Requirements to be met by the Preferred Bidder/Concessionaire in implementation of each of the Projects; the details of the Minimum Development Obligations are given 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.

“Occupancy” means the average per cent of Parking Units on one or more Parking Lot(s) that are occupied by vehicles during continuous eight (8)-hour periods specified by Jabalpur City Transport Services Limited for the respective Parking Lots.

“Operating Plan” is a set of rules operating procedures related to parking areas (notification of paid parking, free parking, no-parking), parking fee its payment, signage markings, enforcement other aspects of the Smart Parking System. The contents of the plan may be modified from time to time.

“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 Concessionaire 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 or multi-level 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, and 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 Concessionaire for the service operated by the Concessionaire. 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 highest 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 Smart Parking Solution 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 and maintenance of the Project, execution of the work shall activities incidental thereto, such as engineering, testing, installation, commissioning insurance etc., by the Concessionaire during the Authorisation Period;(ii) the transfer of the Project/Project Facilities by the Concessionaire to Grantor or its nominated agency at the end of the Authorisation Period of time or prior termination;

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

“Project Completion Period” shall mean the total period in which the construction of the project (as per the designs) certified by Grantor or its nominated agency.

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

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

“Service Charge” means an amount Jabalpur City Transport Services Limited will compensate the Concessionaire for operation of the Parking System, subject to incentives.

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

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

“System” shall mean the Smart Parking 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 Concessionaire that includes a user’s mobile phone number, one or more vehicle license numbers, and 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 Concessionaire.

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.

Interpretation

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

- a. 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;
- b. Reference to any gender includes the other gender;
- c. 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;
- d. A reference to any agreement is a reference to that agreement and 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;
- e. The terms “include” “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- f. Any reference to a person shall include such person’s successors permitted assignees;
- g. A reference to a “writing” or “written” includes printing, typing, lithography other means of reproducing words in a visible form;
- h. 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;
- i. 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.
- j. 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;
- k. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Authorisation Agreement shall prevail over supersede the provisions of other documents.
- l. The descriptive headings of Articles Sections are inserted solely for convenience of reference are not intended as complete or accurate descriptions of content thereof shall not be used to interpret the provisions of this Agreement;
- m. All capitalised words expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

Ambiguities within Agreement

5. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
 - a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
 - b. as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
 - c. as between any value written in numerals and that in words, the value in words shall prevail.

Priority of Documents

6. This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or

meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a. This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexures, including the tri-partite agreement for the bandwidth;
- b. Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP

Conditions Precedent

7. This Contract is subject to the fulfilment of the following conditions precedent by the Concessionaire:

- a. Furnishing of an unconditional and irrevocable and continuing Bank Guarantee for Contract Performance of the sum of Rs. 300000/-, in a form and manner acceptable to the Client which would remain valid until such time and be renewable as may be stipulated by the Client.
- b. Execution of a Deed of Indemnity
- c. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- d. If applicable, the Consortium Agreement should be signed between all the Consortium Members and submitted to Client.

Representations & Warranties

8. In order to convince the Client to enter into this Contract, the SI hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. That the SI has the requisite experience in providing the services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract;
- c. That the SI is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract;
- d. That the representations and warranties made by the SI in the bid or will be made in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Client specifies to the contrary, the SI shall be bound by all the terms of the Bid and the Contract through the term of the Contract;
- e. That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract;
- f. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits;
- g. That the SI shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however, have no claim to any right, title, lien or other interest in any such property, and any

- possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof;
- h. That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Client indemnified in relation thereto;
 - i. That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.;
 - j. That neither the execution and delivery by the SI of the Contract nor the SI's compliance with or performance of the terms and provisions of the Contract;
 - i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the concessionaire;
 - ii. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or
 - iii. will violate any provision of the Memorandum and Articles of Association of the concessionaire;
 - k. That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
 - l. That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of Concessionaire's business and operations for the performance of this Contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Client indemnified in relation thereto;
 - m. That any Intellectual Property created as a result of this Contract belongs solely to Client;
 - n. That time is the essence of the Contract and hence the SI shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
 - o. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
 - p. That in providing the Services or deliverables or materials, neither SI nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;
9. The Client or its nominated agencies represent and warrant to the 'concessionaire' that:
- a. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

- b. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c. it has the financial standing and capacity to perform its obligations under the Agreement;
- d. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- e. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Client or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i. it has complied with Applicable Laws in all material respects;
- j. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- k. upon the concessionaire performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the concessionaire, in accordance with this Agreement

Execution of Work Order

- 10. In the event of tender being submitted with consortium of partners, the Lead Bidder alone will be liable or responsible to the Client for due fulfilment of terms and conditions of the tender including installation, commissioning, operation, management and maintenance of the entire project.
- 11. The Successful Bidder should nominate and intimate to JCTSL a Project Manager specifically to handle the Work Order from Client and ensure that he fully familiarizes with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.
- 12. In the event of tender being submitted with consortium of partners, the consortium cannot change its constituent partners during the execution of the work order without the express written permission from the client.

Assigning of Tender Whole or In Part

- 13. The concessionaire should not assign or make over the Contract, the benefit or burden thereof to any other person or persons or body corporate except declared consortium partners. They should not underlet or sublet to any person/s or body corporate except declared consortium partners for the

execution of the Contract or any part thereof unless a proper approval for subletting is obtained from the Client.

Scope of work/Contract

14. Scope of the Contract shall be as defined in this RFP and the Corrigendum / Addendum issued with respect to this RFP.

General Requirements

15. The Bidder shall study and understand the existing processes and RFP thoroughly
16. The service delivery shall be of the highest quality.
17. The Bidder should make his own arrangements to obtain all the material required for this work such as PCs, printers, scanners, adequate human resource, stationery deemed necessary at various stages of the project.
18. The Successful Bidder at his own cost shall also arrange all stationary, projectors, drinking water.
19. All hardware and software supplied by the bidder shall be properly stored by the bidder and they shall be responsible for its safe custody it is supplied to the respective Offices.
20. All necessary use/test cases for the unit and integration testing shall be designed and prepared by the SI under the guidance of the department.
21. It shall be obligatory for the Concessionaire to furnish Certificate, if demanded by the Department from manufacturer or the material supplier that the work has been carried out by using their material and as per their Recommendation
22. All electrical materials conforming to the Indian Standard Specification shall be used and the materials must comply with relevant standard specifications

Deviations

23. The tender should be for the complete scope of work and services. However, in case of any minor deviations, the Bidder should clearly and separately state the item that is in deviations in their tender. This should be clearly stated under deviations head quoting the index and serial references in Technical Specifications. Any deviation mentioned elsewhere in the tender but not clearly stated under this section should not be considered. The Bidder should also clearly indicate the services and utilities to be provided by the Department including their obligations, if any. Client reserves the right to consider or reject these deviations of the tender.

Training

24. Training will be provided by the selected bidder to the officials /staff / users according to need basis. All the training materials (Soft copy & Hard copies) will be provided by the SI. The soft copy shall also be stored in the web portal created under this assignment for easy reference.

During the Training Testing Period, the Concessionaire shall make available its staff for the purpose of Training provided by Jabalpur City Transport Services Limited. Jabalpur City Transport Services Limited shall use this period to understand the intricacies of operations and fine-tune the Smart Parking System. No fines shall be applicable during this period.

25. Client shall provide space for the training and the SI shall provide all other equipment related to training, including but not limited to Systems, Projector, Training Material, etc.

Licenses

26. In case of Foreign Supplies, the Successful Bidder should arrange necessary import license and other clearances.

Storage & Risk

27. The Successful Bidder should make arrangements for transportation of Hardware/Software etc., to site and build their own stores for the intermediate storage of equipment, maintain the stores and all related documents and records, transport the equipment to the site. SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Contract. SI shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the Client, procured for the Client. For Equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract the SI should take all essential steps to reduce and mitigate the risk. Tendering Authority or State Government will have no liability on this account.

Duration of the Contract

28. This Authorisation/Contract period is being granted for monitoring enforcement of on the on-street, off-street & multi-level smart parking in the assigned sites is for a period of 10 years (Authorisation Period), including a 6-month mobilisation period (moratorium period).

Performance Bank Guarantee

(a) The Concessionaire 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.

(b) In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Security. Performance Security shall be valid for 9 months beyond the term of the Authorisation Agreement. The Performance Security shall contain a claim period of three months from the last date of validity.

(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 City Transport Services Limited.

(e) The Performance Security will remain frozen during the entire authorisation period of 10 years or up to the period of extended contract it will not be released to Concessionaire.

(f) The amount of Performance Security as Security deposit shall be forfeited if the Concessionaire abandons 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 Concessionaire fails to perform the contract at any time in such other events as are elsewhere provided in the contract.

Concessionaire's Obligations

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

- a. Design, develop, provide, install, manage, operate maintain the smart parking system as per the Service Level Agreement (SLA) throughout the Authorisation period. Penalty will be imposed as per SLA in the Penalty Clause of this RFP document for non-adherence of the terms conditions of the RFP

- b. Operate, maintain manage all hardware, software services covered in this RFP document throughout the Authorisation Period
- c. The Concessionaire shall provide connectivity (electrical, network, etc.) within the parking area to all devices / equipment, such as LED signage including variable messages sign boards, sensors, boom barriers, entry / exit systems, handheld device (fall back device), autopsy station, manual pay station, Central Control Centre, built / installed under this RFP document, running, maintenance, operation & management cost of these devices/equipment throughout the Authorisation Period
- d. The Concessionaire 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. The Concessionaire has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/assets under this project
- f. The Concessionaire shall arrange FTTH / broad connection/ Internet connectivity at each of the parking lot to bring parking related data on real-time basis
- g. Erect suitable steel structures at its own cost for installation of LED signage for parking guidance management system. These structures/poles shall be of stainless steel, aesthetically designed structurally stable as per Jabalpur City Transport Services Limited specifications. The Concessionaire shall also indemnify Jabalpur City Transport Services Limited for any damage due to such structures.
- h. May utilise street light poles, with prior permission from Jabalpur City Transport Services Limited, for installation of repeaters/Gateways, switches/routers as necessary used exclusively for the purpose of this project, without compromising the aesthetic sense or strength of pole
- i. Jabalpur City Transport Services Limited will be the owner of all dismantled existing equipment from the parking lots, all such equipment shall be handed over to Jabalpur City Transport Services Limited, not later than a fortnight from date of such dismantling
- 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 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 Concessionaire will not have any legal right on these assets
- l. At the end of the Authorisation Period of ten (10) years of O&M, the Concessionaire has to handover all physical assets belonging to Jabalpur City Transport Services Limited in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, Jabalpur City Transport Services Limited will get it rectified at the risk cost of the Concessionaire. Performance Security of Concessionaire will be released only after successful handing over of the all physical assets in working condition to Jabalpur City Transport Services Limited
- m. Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire shall have to be made good by the Concessionaire within 72 hours of such damage, failing which Jabalpur City Transport Services Limited will issue a notice to Concessionaire asking for justification. Concessionaire will be required to respond to such notice within 3 working days. In case it is found out that the current issue at hand is out of control of Concessionaire then problem will be solved jointly by Jabalpur City Transport Services Limited Concessionaire based on their agreement. Else, Concessionaire will be required to do the needful within 72 hours of the decision made by Jabalpur City Transport Services Limited

- n. The location of Parking lots area given under this RFP document is based on preliminary survey. During the Authorisation Period, new parking lot(s) may be added by Jabalpur City Transport Services Limited the Concessionaire has to cover such lot(s) under the scope of this project with the agreed Parking Tariff
- o. The Concessionaire shall pay the quoted monthly revenue share to Jabalpur City Transport Services Limited
- p. The Concessionaire 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 complaint registration by users, provisions shall be made by the Concessionaire in Smart Parking Mobile Application in a web portal. Dedicated Help line number shall be provided to users for any complaints/suggestions/feedback with regard to parking. The same shall be monitored by the Concessionaire adequate responses shall be deliver to users within 48 hours. The Concessionaire shall provide a weekly report to the JCTSL every Monday on the number of 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 Concessionaire
- r. The Concessionaire shall honour the 'Parking Passes/Stickers' issued by Jabalpur City Transport Services Limited will not charge any parking fees from the user of such vehicles having 'Parking Passes/Stickers' issued by Jabalpur City Transport Services Limited. Such non-charging of parking fees by the Concessionaire shall have no interference on Authorisation Fees to be paid by the Concessionaire to the Jabalpur City Transport Services Limited ,the Concessionaire cannot make any claim on the account of non-charging of parking fees from such vehicles. Such 'Parking Passes/Stickers' shall be valid on calendar year basis. Jabalpur City Transport Services Limited shall provide the database of passes/stickers (Vehicle Number, pass/sticker No., Type of Vehicle – Car, Scooter, Motorcycle , etc.) issued by it to the Concessionaire in the software provided by the Concessionaire for this purpose on real-time basis
- s. Apply for road cutting permission to Jabalpur City Transport Services Limited, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. Jabalpur City Transport Services Limited will get it approved as per feasibility at site. The final route will be decided/ approved by Jabalpur City Transport Services Limited keeping in view the requirements of the Concessionaire the site conditions. As such, any instructions/policy of Jabalpur City Transport Services Limited, Government of MP and Government of India issued from time to time will be applicable on the Concessionaire
- t. Restoration of roads, footpath, green portion, etc., will be done by the Concessionaire at its own cost as per plan approved by Jabalpur City Transport Services Limited or within 15 days (whichever is earlier) from the date of any road cutting done by the Concessionaire of by Jabalpur City Transport Services Limited in relation to the work for parking solution under this project. Restoration has to be done with equivalent specifications provided by Jabalpur City Transport Services Limited so that after restoration the aesthetics will not be compromised.
- u. The Concessionaire shall take metered electricity for parking sensors, gateway, router/switches, LED signage / displays, Parking guidance system and all systems for on-street, off-street, Multi-level& underground parking equipment, etc. for all equipment installed in the city Command and Control Centre. The entire electricity charges shall be borne by Concessionaire only
- v. At the time of completion of implementation period (i.e. six months from the date of handover of the parking lots to the Concessionaire by Jabalpur City Transport Services Limited), the Concessionaire shall inform the Jabalpur City Transport Services Limited in

writing for the same along with a list of all the assets (details of equipment, software, services, etc.) deployed during the implementation period under this RFP document, including their costs. The Concessionaire shall update such assets list on yearly basis throughout the Authorisation Period

- w. Ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot
- x. The Concessionaire shall be responsible for any theft/damage/loss of vehicles parked in parking lots shall be responsible for settlement of the dispute, if any, including under the Court of Law, also follow all instructions guidelines issued by Jabalpur Police / statutory rules & regulations / Jabalpur City Transport Services Limited for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s), etc.
- y. 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 Concessionaire will detect, analyse and mitigate any vulnerabilities to protect its systems from hacking, malware or any other cyber-attacks throughout the Authorisation Period
- z. Propose additional measures to increase occupancy of parking lots. However, the Concessionaire will be required to take approval from Jabalpur City Transport Services Limited before implementation of any measures to improve the parking efficiency
- aa. Ensure at all times that the parking lots are utilised by cars, cabs, two-wheelers, other small vehicles, but no heavy or medium commercial vehicles are parked in specified parking lots unless the parking slot / lot is dedicated to buses
- bb. The Concessionaire will provide necessary support, data, and integration platform that is required for integration of smart parking solution with City Command and Control Centre of Jabalpur Smart city, as when such Command Control Centre will be set-up at Jabalpur
- cc. Responsible for providing security at the parking lots, shall report crimes in parking lots to Jabalpur Police and Jabalpur City Transport Services Limited without fail.

ELECTRICITY CONNECTION

Jabalpur City Transport Services Limited will hand over the Smart Parking sites as per the RFP to the successful bidder. It will be the responsibility of the Concessionaire to install/erect make arrangement for Electricity connection to Smart Parking sites as per rules law or instructions issued by Union Govt. or M.P. Govt. or Jabalpur City Transport Services Limited or any authority in this regard. The Concessionaire has to bear all the Maintenance cost of Smart Parking System including Electricity Bill etc. during the entire contract period. During the currency of the contract, Electricity consumption Bill of Smart Parking System shall be bear by the Concessionaire.

Further, any theft, mishandling of Electricity meter/fitting during the period of the contract, the licensee shall also bear the cost of the same. Further, it will be the responsibility of the Concessionaire to hand over the entire Smart Parking to Jabalpur City Transport Services Limited on expiry/termination/ surrender of contract as the case may be, in good condition with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Security Deposit.

The Concessionaire will not be allowed to use Diesel Generator Sets for any purpose on the Smart Parking System. In case any D.G. Sets is found operating, directly or indirectly, the same will be seized by the JCTSL or his authorised representative will have the right to impose penalty maximum up to Rs.5000/- (Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to without prejudice to the rights actions taken by any government, Concessionaire under provision of law for unauthorised use of D.G. Set.

Concessionaire's Representative

29. In case of a consortium, all the entities shall individually appoint their representative in the consortium for purposes of execution of this agreement and communicate the same to Client in writing.
30. Unless otherwise agreed with the Client, the named Project Manager shall be the Concessionaire's Representative.
31. The Concessionaire's representative shall have all the powers requisite for the performance of services under this Contract. The Concessionaire's Representative shall liaise with the Client Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Client representative in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Concessionaire's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Concessionaires/Vendors of the Client working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this Contract.

Reporting Progress

32. SI shall monitor progress of all the activities specified in the Contract and submit fortnightly and monthly progress report about various aspect of the work to the Client. The Client on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 1 hard copy, along with 1copy of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.
33. The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client representative that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the Client representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements
34. Suitable reporting software should be available to generate standard report formats to measure/ verify various SLAs, for monitoring the performance, etc.
35. To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by Jabalpur City Transport.
36. To provide for flexible report formats, in .xls, .txt or any other user-friendly structure including graphics depending on the request of the Jabalpur City Transport Services Limited from time to time.
37. Reports should be available remotely and also as a soft copy to Jabalpur City Transport Services Limited and published 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.

Knowledge of Site Conditions

38. The Concessionaire's undertaking of this Contract shall be deemed to mean that the SI possesses the knowledge of all the related requirements as stipulated in the Tender Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the systems.

39. The SI shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the locations, as required by Client, SI detects any obstructions affecting the work, the SI shall take all measures to overcome them.
40. SI shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the SI undertaking the works shall cover all the Concessionaire's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Client Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the SI takes in the absence of specific instructions from the Client Representative.
41. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by JCTSL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by JCTSL on account of failure of the Bidder to appraise themselves of local laws and site conditions. 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.

Concessionaire's Team

42. The SI shall submit to the Client 7 days prior to the effective date of commencement of works / services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the SI for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The SI shall promptly inform the Client in writing, of any revision or alteration of such organization charts.
43. The team proposed by the SI as a part of the technical proposal should be deployed at Client. Any change in the team profile should be brought in to the notice of Client. SI should ensure that any replacement personnel, if unavoidable, is equivalent or better than the original personnel in terms of experience and qualification.
44. The SI shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
45. The SI shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
46. The Client Representative may at any time object to and require the SI to remove forthwith from the site a supervisor or any other authorized representative or employee of the SI or any person(s) deployed by SI or his agent / sub-Contractor, if, in the opinion of the Client Representative the person in question has been involved in misconduct himself or his deployment is otherwise considered undesirable by the Client Representative the SI shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client Representative.
47. The Client Representative may at any time request the SI to remove from the work / Site the Concessionaire's supervisor or any other authorized representative including any employee of the SI

or his sub-SI or any person(s) deployed by SI or their agent / sub-Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the Client Representative Request and may accede to or disregard it. The Client Representative, having made a request, as aforesaid in the case of any person, which the SI has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work, which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Client Representative.

48. The SI shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.

49. In case of change in its team composition owing to attrition, the SI shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

50. The following shall be considered as the approved team for the Concessionaire:

<<Names and Roles of Systems Integrator's Key Team to be inserted here>>

Contract administration

51. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

The SI along with the members of Sub-Implementation Agencies/third parties shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

For the purpose of execution or performance of the obligations under this Contract, the Client representative would act as an interface with the nominated representative of the Concessionaire. The SI shall comply with any instructions that are given by the Client representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

A Committee comprising of representatives from the Client and the SI shall meet on a regular basis as per schedule prescribed by Client to discuss any issues / bottlenecks being encountered. The minutes of these meetings shall be prepared and circulated to the participants.

Right of Monitoring, Inspection and Periodic Audit

52. The Client, reserves the right to inspect and monitor/assess the progress/performance/maintenance of the contract at any time during the course of the Contract, after providing due notice to the Concessionaire. The Client may demand and upon such demand being made, the Client shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

53. The Client shall also have the right to conduct, either itself or through another party as it may deem fit, an audit to monitor the performance by the SI of its obligations/functions in accordance with the standards committed to or required by the Client and the SI undertakes to cooperate with and provide to the Client / any other party appointed by the Client all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the SI failing which the Client may, without prejudice to any other rights that it may have issue a notice of default.

54. Prior to any other party being appointed for such an audit, the Bidder will be requested to provide a list of entities that it deems not appropriate to conduct the said audit, which should be provided to Client within a 7 calendar days of such a request being made. Client shall then decide on this matter as appropriate.
55. 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,
56. 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.
57. It should be possible to remotely monitor performance on all SLAs/KPIs and for all the applications provided by the system.

Client Obligations

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

58. The Concessionaire has to incur all expenses: The Concessionaire shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the Smart Parking System Structural design of Smart Parking System, designed & certified by Structural Engineer, the certified structural design & drawing submitted by Concessionaire shall be further verified by Jabalpur City Transport Services Limited. Under No circumstances Jabalpur City Transport Services Limited shall bear any charges related to the installation erection maintenance of the Smart Parking System. The Concessionaire 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.
59. Minimum space required for installation of Gateway, Switches, Routers, Cameras, LED/LCD displays, etc., for smart parking services will be provided free of cost by Jabalpur City Transport Services Limited . However, any Civil/Electrical work required will be the responsibility of the Concessionaire at his cost.
60. The format for advertisement will only be MUPI /Informational panels of defined size only, subject to the approval of Jabalpur City Transport Services Limited.
61. At the end of the Authorisation period, all rights given to the Concessionaire shall be terminated automatically.
62. In case any encroachment or non-parking related event is taking place at any of the sites, Jabalpur City Transport Services Limited shall enforce action or collaborate with the respective authorities to ensure availability of the parking lots to the concessionaire.

Information Security

63. The SI shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Client out of its premises without prior written permission from the Client.
64. The SI shall adhere to the Information Security policy developed by the Government of India.
65. SI acknowledges that Client business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Client; and SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of Client depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI could damage Client and that by reason of Concessionaire’s duties here under. SI may come into possession of such proprietary

information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.

66. SI shall, upon termination of this agreement for any reason, or upon demand by Client whichever is earliest, return any and all information provided to SI by Client including any copies or reproductions, both hard copy and electronic copy.

Ownership of Equipment

67. The Client shall own the equipment / software and data centre infrastructure, supplied by the SI arising out of or in connection with this Contract. Client shall reserve rights to use the software for any other applications or purpose other than mentioned in this RFP.

Intellectual Property Rights

68. Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Concessionaire would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Client for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

69. Bespoke development: Subject to the provisions of Clauses below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with Client. Concessionaire shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.

70. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Concessionaire should grant Client a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Client as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Client's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Client at the conclusion of performance of the services.

71. Residuals: In no event shall Concessionaire be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Concessionaire shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

Insurance

72. SI shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the SI under this Contract in respect of its personnel deputed under this Contract as well as CONCESSIONAIRE's equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract. Client will have no liability on this account.
73. SI shall take out insurance policies against all risks of loss or damage caused to Client property / equipment for property / equipment owned or hired by Client and the works and part of the works taken over by Client, including but not limited to theft, fire, flood, arson, and any other natural or man-made causes.
74. Notwithstanding anything contained in any provision of this Contract, save as specified above in this Clause Client shall defend, indemnify and hold SI harmless from and against any losses, damages, cost or claims relating to Client existing property except in case of gross negligence or wilful misconduct of the Concessionaire, its sub-Concessionaires, their agents or employees, in which case the SI shall be liable to bear any loss or damage occurring to the Property of the Client as a result of its gross negligence or wilful misconduct, provided however, that such liability shall be limited to 100% of the Contract Price.
75. "Gross Negligence" means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, "wilful misconduct" means: "intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
76. Certificate of Insurance: Before commencing performance of the Contract, SI shall upon request furnish Client with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance Client or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that Client shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this Contract and SI fails for any reason to renew such policies, then Client may replace same and charge the cost thereof to CONCESSIONAIRE. Should the relapse in any insurance required to be carried out by SI hereunder for any reason; losses resulting there from shall be to the sole account of the CONCESSIONAIRE. Such insurance shall be affected within Insurance Company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.

Indemnity

77. The SI shall execute and furnish to the Client a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client indemnifying the Client from and against any costs, loss, damages, expense, claims, patents, trademarks, copyrights including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
78. any negligence or wrongful act or omission by the SI or the Concessionaire's Team or any sub-Concessionaire/ third party in connection with or incidental to this Contract; or
79. Any breach of any of the terms of the Concessionaire's Bid as agreed, the Tender and this Contract by the Concessionaire, the Concessionaire's Team or any sub-Concessionaire/ third party.
80. The indemnity shall be to the extent of 100% in favour of the Client.

Confidentiality

81. The SI shall not use Confidential Information (Biometric Records etc.), the name or the logo of the Client except for the purposes of providing the Service as specified under this Contract;
82. The SI may only disclose Confidential Information in the following circumstances: with the prior written consent of the Client; to a member of the Concessionaire's Team ("Authorized Person") if:
- 82.1.1. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;
 - 82.1.2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract
83. The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, sub Implementation Agencies and other Concessionaire's team members to the satisfaction of the Client.
84. The SI shall sign a Non-Disclosure Agreement (NDA) with the Client. The Concessionaire, its antecedents and the sub-Contractor shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies
85. The SI shall notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Client.
86. The SI shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality. The Client reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.

Term and Extension of the Contract

87. The term of this Contract shall be initially for a period of ten years from the date of Go-Live issued by Client.
88. Where the Client is of the view that no further extension of the term be granted to the Concessionaire, the Client shall notify the SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the SI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Client shall either appoint an alternative Concessionaire/Concessionaire or create its own infrastructure to operate such Services as are provided under this Contract.
89. In case Client decides to renew the O&M for the SI, the same shall be at the rates per year which shall be the minimum of:
- The rate for O&M per year quoted by the Concessionaire in the Commercial Bid for the Last such Time Period (Year)
 - Rate of maintenance as specified in the Payment Milestones.

Prices

90. Prices and percentage share quoted must be firm and shall not be subject to any downward revision on any account whatsoever throughout the period of Contract.

Alteration / Variation

91. The SI agrees that the requirements given in specifications of the Bidding Documents are broad requirements and are in no way exhaustive and guaranteed by the Client.
92. It shall be the responsibility of the SI to meet all the requirements contained in the Bidding Documents and any upward revisions and / or additions of quantities / specifications / sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of the project shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Client.
93. Further upward revisions and or additions required to make Concessionaire's selected space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Client.
94. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification, etc. of the Bidding Documents which the SI had not brought out to the Client notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to Client.

Change Order

95. The change order will be initiated only in case
 1. The Client directs in writing the SI to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
 2. SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Client and for which cost and time benefits shall be passed on to the Client
 3. The Client directs in writing the SI to incorporate changes or additions to the various requirements already covered in the Contract.
96. Any changes required by the Client over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.
97. Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
98. If there is a different of opinion between the SI and Client Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause "Procedures for Change Order"
99. Within 14 working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the SI for approval, the SI shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scope of work" of the RFP covered in the Contract and shall advise a date by which change request (if applicable) will be submitted to the Client.

Procedures for Change Order

100. During detailed Engineering and subsequently, if the SI observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Client while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Client Representative. Any addition of modules/sub-modules in the Client software as required by the department during implementation or O&M phase shall not constitute a change order.
101. In case such requirement arises from the side of the Concessionaire, he would also verbally discuss the matter with Client Representative giving reasons thereof.
102. The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
103. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and Client to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
104. Upon completion of the joint memorandum referred to above the results along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Client to enable the Client to give a final decision whether SI should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary support and back up documents, the decision of the Client regarding time and cost shall be final and binding on the Concessionaire.
105. If Client accepts the implementation of the change order above in writing, which would be considered as change order, then SI shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.
106. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then SI in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by Client Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order; the same shall be compensated as per the clause given below.
107. The SI shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Client review. If no agreement is reached between the Client and SI within 60 days after Client instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

Change of Size / Quantities

108. The Client will have the option to increase or decrease the size of the dedicated and exclusive space at its offices as well as the related quantities of equipment/material to be provisioned by the SI as mentioned in the Contract, at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (25%). The changes would be effected by using the unit price quoted by the Concessionaire. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the SI providing his written consent to the Client request.

Conditions for extra work / change order

109. The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in this contract. The Concessionaire's obligations with respect to such work remain in accordance with the Contract.
110. The rates provided by the SI as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

Tenure of Contract

111. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the contract are fulfilled to the satisfaction of the Client.

Implementation Schedule

112. <<Implementation schedule to be inserted here>>

Payment Schedule

113. All payments under this Contract shall be made to the Lead Bidder only and will be made in Indian Rupees only. Client reserves the right to release the part payment for completed work against the milestone payment. The following shall be the tentative payment schedule.

<<Payment Schedule to be inserted here>>

Service Level Agreement

114. <<Service Level Agreement to be inserted here>>

Penalty for Non-Fulfilment of Service Level Agreement

115. In case of non-conformity to SLA terms penalty will be imposed on the SI as mentioned in the SLA

Events of Default by the Concessionaire

116. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Concessionaire. The events of default as mentioned above may include inter-alia the following:
117. the SI has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract, or
118. The SI has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the SI has fallen short of matching such standards/targets as the Client may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the SI may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client;

119. The SI has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by the Client; or
120. the Concessionaire/Concessionaire's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
121. the SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
122. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Concessionaire.
123. The Concessionaire/Concessionaire's Team has failed to comply with or is in breach or contravention of any applicable laws.
124. Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the Concessionaire, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
125. Where despite the issuance of a default notice to the SI by the Client the SI fails to remedy the default to the satisfaction of the Concessionaire, the Client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Client.
126. If the Concessionaire is given a penalty of more than 25% of any milestone payment, it constitutes a default and the Client has the right to consider the termination at any time after the default.

Consequences in Event of Default

127. Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:
128. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the SI shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the SI hereunder. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
129. The Client may, by a written notice of suspension to the Concessionaire, suspend all payments to the SI under the Contract, provided that such notice of suspension:
 130. shall specify the nature of the failure; and
 131. shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Concessionaire
132. Where the Client deems necessary, it shall have the right to require replacement of any of the Concessionaire's agents / sub-Contractors / vendors with another suitable member. The SI shall in such case terminate forthwith all their agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Client who shall execute such Contracts with the Client as the Client may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/Contracts with such member, shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.
133. If the Concessionaire shall neglect or fail to do nothanding which he is required to do under the Provisions of the contract, the Jabalpur City Transport Services LimitedJabalpur or any other authorised Person may serve a notice on the Concessionaire 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 Concessionaire without prejudice to any other rights, the Jabalpur City Transport Services Limited may have on account of such default.

Termination of the Contract

134. In case of termination of the Contract, Client retains the right to

Retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of such event of default and the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall effect the continued obligation of the agents / sub-Contractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

Invoke the Security Deposit and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the SI may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

Termination

Termination of Contract by Jabalpur City Transport Services Limited

135. 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 the RFP, 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 the 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.

136. In case of breach by the Concessionaire of any terms conditions of the RFP or that of agreement, JCTSL or his authorised representative shall have absolute right to terminate the contract without notice to the Concessionaire can have the advertisements removed at the risk cost of the Concessionaire and forfeit for unexpired period the security deposit. Jabalpur City Transport Services Limited reserves its right to forfeit security deposit even before termination of the contract on breach.

137. It is further agreed that the Concessionaire shall not commit any breach of the terms conditions of the agreement in the unlikely event of any other breach, Jabalpur City Transport Services Limited shall give notice calling upon the Concessionaire to rectify/ remedy the breach, to satisfy the Jabalpur City Transport Services Limited about there being no breach within a period of 30 days from the date of notice otherwise the Jabalpur City Transport Services Limited 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 Concessionaire if any found due to him.

138. It is further agreed that the Concessionaire has to handover the Smart Parking System in good Condition including Electricity Connection. Electric Fittings. In case of any damage/loss/missing is observed, expenditure occurred there upon to restore it to good working condition would be deducted from the Security Deposit.

Termination of Contract by Concessionaire

139. 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.

Consequences of Termination

140. In the event of termination of this Contract due to any cause whatsoever except Termination for Convenience, Acts, Rules, Regulations, Procedures and Precedents shall be followed for further action on the SI, including up-to blacklisting of the SI. Before any adverse action is taken, the SI will be provided reasonable opportunity to explain its position.

141. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Client and/or the successor Concessionaire/Concessionaire, as may be required, to take-over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of this Contract.

142. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Client through unilateral re-determination of the consideration payable to the SI shall pay the SI for that part of the Services which have been authorized by the Client and satisfactorily performed by the SI up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of any act/omissions of the Concessionaire. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to executing the scope of

work under this Contract, the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client. Additionally, the sub SI / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of the Concessionaire's Bid, the Tender and this Contract.

143. Nothing herein shall restrict the right of the Client to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Client under law.

144. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Penalty

145. The SI should sign the Contract within the timelines as specified in this RFP. Any Delay in signing the Contract would attract a penalty of INR 20,000 per week.

Liquidated Damages for Non-Fulfilment of Commissioning Schedule

146. A penalty as per service level agreement of late completion beyond the stipulated commissioning schedule will be levied.

147. In the case it leads to termination, the Client shall give 30 days' notice to the SI of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the SI initiates remedial action acceptable to the Client.

148. The Client may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the SI in its hands (which includes the Client right to claim such amount against Concessionaire's Bank Guarantee) or which may become due to the Concessionaire. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

Compliance with Statutory Requirements

149. The SI shall have to comply with the Contract Labour Act (Regulation & Abolition Act), Apprentices Act 1961, Payment of Wages Act, Minimum Wages Act, Employee State Insurance Act, Employee Provident Fund and Miscellaneous Provision Act, Fatal Accident Act, and other applicable Labour and other Laws and Regulations in force from time to time.

Dispute Resolution

150. If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorisation Agreement for the **"Selection of Concessionaire for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for On Street, Off Street and Multi-Level in Jabalpur on PPP Basis"**, or the rights, duties or liabilities of any Party under the Authorisation Agreement, whether before or after the termination of the Authorisation 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.

151. Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including any amendments thereof. The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators where one arbitrator shall

be appointed by each Party and the third arbitrator to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

a) Place of Arbitration

The place of arbitration shall be Jabalpur, Madhya Pradesh.

b) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings and all proceedings of the arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

c) Procedure

The procedure for arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996.

d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

e) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

f) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Limitation of the Concessionaire's Liability towards the Client

152. Except in case of gross negligence or wilful misconduct on the part of the SI or on the part of any person or company acting on behalf of the SI in carrying out the Services, the Concessionaire, with respect to damage caused by the SI to Client property, shall not be liable:

152.1. for any indirect or consequential loss or damage; and

152.2. For any direct loss or damage that exceeds (A) the total payments payable under his Contract to the SI hereunder, or (B) the proceeds the SI may be entitled to receive from any insurance maintained by the SI to cover such a liability, whichever of (A) or (B) is higher.

153. This limitation of liability shall not affect the SI liability, if any, for damage to Third Parties caused by the SI or any person or firm / company acting on behalf of the SI in carrying out the Services.

Conflict of interest

154. The SI shall disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the SI or the Concessionaire's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Severance

155. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

Governing Language

156. The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

“No Claim” Certificate

157. The SI shall not be entitled to make any claim, whatsoever against the Client under or by virtue of or arising out of, this Contract, nor shall the Client entertain or consider any such claim, if made by the SI after he shall have signed a “No claim” certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

Publicity

158. The SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Client first gives the SI its written consent.

Force Majeure

Definition

159. 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

160. 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.

161. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No breach of Agreement

162. The failure of a Party to fulfil 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.

Measures to be taken

163. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

164. 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.

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

Extension of time

166. 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.

Payments

167. 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.

Consultation

168. 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.

Exit Management

169. For the completion of the Contract period or extension thereof, the current SI shall follow the Exit Management Plan given below.

169.1. Selection of the SI for the period beyond the current Contract (hereinafter referred to as 'New SI') by Client. The current SI can also bid for the same.

169.2. Submission of reports on the history of physical infrastructure / IT hardware / software by the Current SI to Client.

169.3. Specification of configuration changes (based on the approval of Client) with necessary document proof by the current SI.

169.4. Submission of documentation on the current configuration to IDMS application, hardware, etc.

169.5. Verification and acceptance of documentation with respect to the physical inventory by Client.

169.6. Current SI has to co-ordinate with the New SI for smooth rollout.

169.7. Parallel running of services by the New SI and Current SI for a period of 1 month to 3 months. The Current SI has to provide necessary training to the New SI for smooth takeover of operations.

169.8. The Current SI shall transfer in good and working condition, all equipment (without any liability) necessary for the proper and normal operation of the Data Centre, etc. to Client.

169.9. Any confidential Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Client, Project's Intellectual Property Rights; any other project data and confidential information related to Client shall be transferred to Client. A due diligence may be carried out by Client or New SI on the transition of all the information (including but not limited to documents, records and agreements) relating to the Office to the Client.

Exit Management Purpose

170. This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

Transfer of Assets

171. The Concessionaire 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 Managing Director Jabalpur City Transport Services Limited .

Cooperation and Provision of Information

172. Except as otherwise provided elsewhere in this Agreement or the SLA, each Party (“Providing Party”) to this Agreement or to the SLA undertakes promptly to provide the other Party (“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and cooperation:

- a. does not require material expenditure by the Providing Party to provide the same;
- b. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- c. cannot be construed to be Confidential Information; and
- d. is capable of being provided by the Providing Party.

173. Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

174. During the exit management period SI will allow Client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

Confidential Information, Security and Data

175. The SI will promptly on the commencement of the exit management period, supply to the Client or its nominated agencies the following:

Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project’s Intellectual Property Rights; any other data and confidential information related to Client;

Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing SI in a readily available format.

All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacing SI to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing SI (as the case may be).

Employees

176. Promptly on reasonable request at any time during the exit management period or earlier, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client a list of all employees (with job titles and communication address and mobile numbers, including all personal details available) of the SI, dedicated to providing the services at the commencement of the exit management period;

177. To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing SI may make an offer of employment or Contract for services to such employee of the SI and the SI shall not enforce or impose any Contractual provision that would prevent any such employee from being hired by the Client or any Replacing SI.

Rights of Access to Information

178. At any time during the exit management period, the SI will be obliged to provide an access of information to Client and / or any Replacing SI in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to Client Project.

Exit Management Plan

179. SI shall provide Client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

Plans for provision of contingent support to Client Project and Replacement SI for a reasonable period (minimum one month) after transfer.

180. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

181. Each Exit Management Plan shall be presented by the SI to and approved by Client or its nominated agencies.

182. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.

183. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

184. During the exit management period, the SI shall use its best efforts to deliver the services.

General

Relationship between the Parties

185. Nothing in this Contract constitutes any fiduciary relationship between the Client and Concessionaire/Concessionaire's Team or any relationship of employer employee, principal and agent, or partnership, between the Client and Concessionaire.

186. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

187. The Client has no obligations to the Concessionaire's Team except as agreed under the terms of this Contract.

No Assignment

188. The SI shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Client.

Survival

189. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Client notifies the SI of its release from those obligations.

Entire Contract

190. The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

Governing Law

191. This Contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

192. The Competent court in Jabalpur have exclusive jurisdiction to determine any proceeding in relation to this Contract.

Compliance with Laws

193. The SI shall comply with the laws in force in India in the course of performing this Contract.

Notices

194. A “notice” means:

194.1. a notice; or

194.2. a consent, approval or other communication required to be in writing under this Contract.

195. All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to Client, at:

Managing Director

Jabalpur City Transport Services Limited (JCTSL) Jabalpur

Cabin No. 3 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

To SI at:

<Address>

<Phone:>

<Fax:>

196. Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

Waiver

197. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

198. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

199. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

200. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

Application

201. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

IT Act 2000

202. Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, as amended time to time by the Government of India and rules framed thereunder.

DISPUTES

203. If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorisation Agreement for the **“Selection of Concessionaire for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for On Street, Off Street and Multi-Level in Jabalpur on PPP Basis”**, or the rights, duties or liabilities of any Party under the Authorisation Agreement, whether before or after the termination of the Authorisation 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.

204. Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including any amendments thereof. The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators where one arbitrator shall be appointed by each Party and the third arbitrator to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

g) Place of Arbitration

The place of arbitration shall be Jabalpur, Madhya Pradesh.

h) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings and all proceedings of the arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

i) Procedure

The procedure for arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996.

j) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced

against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

k) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

l) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

5 Bid Forms

5.1 Instructions to Bidders for Preparing the Bid Forms

The Bidders are requested to prepare their Bid documents in the formats as mentioned below. In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The Bidders are required to ensure that all documents provided are verifiable authentic documents. Any forging of documents may lead to immediate disqualification and other legal penalties. When requested by the Purchaser, the Bidders must supply originals of the documents so as to be verified against the submitted documents and should supply references so as to have the authenticity of the documents submitted verified.

The Bidders should also note that they should submit all documents to meet the requirements under this RFP. The Client would not accept any documents or amendments to documents, except as per the procedure specified in this RFP.

Bidders need not provide the Performance Security Bank Guarantee with their bids. Only the Bidder selected for award by the Client will be required to provide these securities.

All the pages (including documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered

The forms should be prepared in such a way so as to enable the evaluation committee to easily assess the bid documents.

5.2 Bid Checklist

		Requirement		To be filled in by the Bidder	
Sl. No.	Check List Item	Online	Hard Copy	Available with the bid	Page Number of the Bid
A	<i>General</i>				
1	Filled In Bid Checklist	✓	✓		
2	Document Fees	✓	Copy only		
3	EMD Copy	✓	Copy only		
4	Signed Bid Document	-	✓		
B	<i>Pre-Qualification / Eligibility Bid / Proposal</i>				

		Requirement		To be filled in by the Bidder	
Sl. No.	Check List Item	Online	Hard Copy	Available with the bid	Page Number of the Bid
1	Cover Letter	✓	✓		
2	Consortium Agreement	✓	✓		
3	Copy of Registration Certificate	✓	✓		
4	Copy of GST Registration	✓	✓		
5	Certificate as to Turnover	✓	✓		
6	Experience Credentials	✓	✓		
<i>C</i>	<i>Technical Documents</i>				
1	General Information	✓	✓		
2	Relevant Past Experience	✓	✓		
3	Proposed Personnel	✓	✓		
4	Hardware and Software List	✓	✓		
5	Manufacturers Authorization Forms	✓	✓		
6	Technical Approach and Methodology	✓	✓		
7	Unpriced Bill of Material	✓	✓		
8	Marketing Material / Literature for all products mentioned	✓	✓		
<i>D</i>	<i>Financial Bid / Financial Proposal</i>				
	Financial Bid to be submitted online only.	✓	-	-	-

1. Cover Letter

To

The Managing Director,
Jabalpur City Transport Services Limited (JCTSL) Jabalpur,
Cabin No. 3 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

Date:

Subject: Proposal / Bid for <<INSERT NAME OF ASSIGNMENT>>

RFP Reference No: XX

Dear Sir or Madam,

With reference to your RFP Reference No. XX, Title “”, we hereby submit our Proposal for the same.

We hereby declare that:

- We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply the criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),
- We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We hereby confirm that our firm has not been blacklisted any public sector body in India.

We further confirm that our firm has no legal case pending in any court for winding up the company in India or elsewhere.

We confirm that we do not have any terminated contracts during the past 5 years due to non-performance from the following:

- The Central, State and Local Government bodies in India,
- Any Smart City SPV,
- Any Public Sector Undertaking

We also confirm that the above applies to all parent and subsidiary organizations of the applicant firm.

We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

- To supply the products and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

We declare that our organization has <INSERT NUMBER (IN WORDS)> Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, and further being barred / black-listed by the Authority for doing business with it.

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the [OFFICE HOLDER - Company Secretary / Managing Director] of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board / governing body.

Date:

Signature:
(Company Seal)
(Name)

2. Consortium Agreement

Bidders to attach a consortium agreement or an MOU to enter into an agreement upon being selected for the contract. The Consortium agreement shall be presented to the client before execution of the contract.

3. Copy of Certificate as to Legal Entity

Bidders are requested to attach a copy of the Registration Certificate under the laws of the country. In case the Bidder organization(s) have gone any Name change, a copy of the Name Change Certificate should also be attached.

4. Copy of GST Registration Certificate and PAN

Bidders are requested to attach a copy of the (provisional) GST Registration Certificate.

5. Certificate as to Turnover

Bidders are requested to attach a copy of the certificate from the Chartered Accountant certifying the turnover of the Lead Member. The following format may be considered:

Sl. No.	Financial Year	Turnover	Remarks
1	2016-17		In case of provisional figures, please specify so.
2	2015-16		
3	2014-15		

6. Experience

The following documents should be submitted as part of the Experience

- A. A project information sheet.
- B. Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder: (Lead Bidder only)	
Project Citation #:	
1.	Number of contract
	Name of contract
	Country
2.	Name of Purchaser
3.	Purchaser address
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued
5.	Contract role (check one) <input type="checkbox"/> Prime Concessionaire <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____
8.	Date of award/completion
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).

10.	Contract was completed Rs _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.

5.3 Technical Bid / Proposal Forms

1. General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the other relevant information Forms

1.	Name of firm	
2.	Head office address	
3.	Contact Address	
4.	Telephone	Contact
5.	Fax	Telex
6.	Website	
7.	Place of incorporation / registration	Year of incorporation / registration
8.	Name, Designation, Address and Contact Details (Telephone, E-Mail Address, FAX) of the contact person to whom all references shall be made regarding this RFP:	

Qualification of the Firm (Certifications, etc.)		
Name		
1.		
2.		

3.		
----	--	--

<<Attach Copy of ISO Certificate and other certificates as applicable. Certificate should be valid as on Bid submission date and the selected bidder should agree to have the certificate valid till the contract period.>>

Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner

List of Proposed Sub-Contractors

#	Item	Proposed Subcontractor	Place of Registration & Qualifications

2. Relevant Past Experience

The following documents should be submitted as part of the Experience

- A. A project information sheet.
- B. Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder / JV partner:	
Project Citation #:	
Criteria addressed as per RFP.	
1.	Number of contract
	Name of contract
	Country
2.	Name of Purchaser
3.	Purchaser address
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued
5.	Contract role (check one) <input type="checkbox"/> Prime Concessionaire <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____
8.	Date of award/completion
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
10.	Contract was completed Rs _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.

3. Proposed Personnel, Candidate Summary and CV's

1.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
2.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
3.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)

Candidate Summary

Detailed CV for each position as mentioned above should be provided. No CV should be more than 5 pages.

Position		
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Past employment (Please repeat as required)	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

4. Hardware and Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Hardware Item	Model, Make, Identifying Information	Key Configurations Details (Please attach data sheet)	Quantity Proposed

5. Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material bidder proposes as part of the contract but is not manufactured by them.

Date:

Tender No and Name:

To: Managing Director,
Jabalpur City Transport Services Limited

WHEREAS _____ who are official producers of
_____ and having production facilities
at _____ do hereby
authorize

_____ located at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the above Invitation for Bids:

We hereby extend to you a full guarantee and warranty, Defect Liability, of the Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with Scope of the System, and the Conditions of Contract:

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____,
_____.

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. Minor variations in wordings of the letter may be allowed.

6. Technical Approach and Methodology

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

Key details on the following are required as part of this section:

- Detailed Approach and Methodology
 - Approach to Project and Delivery Management
 - Development and Roll out methodology
 - Use of existing infrastructure and resources
 - Database Design and Data Modelling
 - Security Features and Architecture
 - Approach to Testing and Roll out
 - Operations and Maintenance Support
 - Other discussions as required by the Bidder

- Enhancement to Specifications

- Work Plan

- Operations and Maintenance Plan
 - Escalation Matrix

- Quality Control Plan

- Training Plan

- Reports, etc.
 - Sample Reports generated from MIS
 - Dashboards
 - Business Intelligence
 - Reports generated from System
 - Testing - Load Testing / Performance Testing

- Other Items as required.
- Service Level Agreements
 - A brief note on each of the Service Level Agreements, how the Bidder proposes to meet it, any additional better SLA's that the bidder proposes to meet as part of Contract
 - New SLA's that the bidder proposes to bear.
 - Other discussions as required by the Bidder.
- Innovative Ideas in Project Execution
- Any other information

7. Un-priced Bill of Material

The Bidder is requested to provide the entire Bill of Material, without any price information in this table. A detailed un-priced Bill of Material is required to be provided.

The Bidders should note that even if some of the items are not mentioned in this un-priced Bill of Material, if required to perform the works as stated in the RFP, the same would be required to be provided.

S. No.	Equipment Description	Make / Model	Manufacturer	Quantity Proposed.

For each item in the Bill of Material, the Bidder is requested to enclose in the hard copy, any copies of relevant marketing literature / brochure / presentations, etc. that can help the committee to evaluate the item being proposed.

5.4 Financial Bid Forms

The following Financial Bid Form is provided for guidance purposes only. The Bidders are requested to fill ONLY the form available ONLINE. The bidders have to quote the percentage(%) revenue share as the part of the financial bid.

Sr. No	Item description	Unit of Measurement	Approx. Indicative Quantity	Rate (Inclusive of ALL Taxes)	Total
Parking Management System - On street					
1	Surface mounts sensors for identification of vehicle presence for on street parking for Cars.	No's	1877		
2	Data communicator - Relay nodes	No's	179		
3	Wireless GPRS Gateway for surface mount sensors - data collector	No's	84		
4	Payments terminal with credit/debit card payment for on street	No's	80		
5	KIOSK for parking meters	No's	80		
6	Android Tablet - fall back system, handhelds for monitoring the online pre-booked	No's	20		
7	I R based sensors with MS powder coated frames for wheel engagement system for	No's	3079		
Parking Management System off street parking lots - Outdoor & Indoor					
9	Heavy duty auto gate with microprocessor based Controller detectors for four wheeler two	No's	98		
10	Entry Station with automatic ticket dispenser with networking capability to communicate withICCC - cars	No's	23		
11	Entry Station with automatic ticket dispenser with networking capability to communicate withICCC- Bikes	No's	26		
12	Express exit with ticket validating unit with networking capability to communicate withICCC-	No's	23		
13	Express exit with ticket validating unit with networking capability to communicate withICCC -	No's	26		
14	Auto pay station with hardware unit for bank note acceptor dispenser, ticket validator/w from smart card, receipt printer Customer Display	No's	26		
15	Gateway for off-street parking (Outdoor Indoor) for field devices	No's	26		
16	Hand held device with scanner, printer and number plate readable camera with 8 hrs. battery backup with networking capability	No's	12		
17	1 KVA Online UPS with in build batters with 2hrs back-up	No's	141		
18	2 KVA Online UPS with Inbuilt battery with enclosure	No's	12		

Sr. No	Item description	Unit of Measurement	Approx. Indicative Quantity	Rate (Inclusive of ALL Taxes)	Total
19	Cashier kiosk for Auto pay	No's	26		
Parking Guidance System					

Sr. No	Item description	Unit of Measurement	Indicative Quantity	Rate (Inclusive of ALL Taxes)	Total
20	Variable message Sign :RGB – LED Matrix panel of minimum size 4 X 3' with all necessary accessories - to display the parking availability on the interconnecting road to display emergency	No 's	94		
Parking Enforcement					
21	Wheel clamps with yellow red paint finish, with lock key.	No's	300		
Other Infrastructure					
22	20' x 10' porta cabin with insulation wooden flooring	No's	3		
CABLING & CONDUITS					
23	Cat 6 Patch cable of 3 meters with RJ45 jack.	RMTS	2000		
24	3c x 2.5sqmm copper multi str cable for powers apply to IPMGS	RMTS	3000		
25	Single core 1sqmm copper mulita str cable for IPMGS	RMTS	2500		
26	25mm GI pipe, B Class with necessary fittings	RMTS	1000		
27	25 mm PVC conduit of ISI make with 2mm thick. With necessary	RMTS	3000		
Software applications					
28	Parking management software for Off street parking	No	1		
29	Parking entry station software	No	1		
30	Parking exit station software	No	1		
31	Parking management software for 2W On street parking	No	1		
32	Parking management software for 4W On street parking	No	1		
33	PG S Software for bay monitoring	No	1		

34	PG S Software for facility guidance for outdoor parking/ VMS	No	3		
35	Enforcement software	No	1		
36	Software for Business Intelligence reports	No	1		
37	Parking App Software	No	1		
38	Parking portal software	No	1		
39	API Integration system to ICC	No	1		

6 Miscellaneous

6.1 Deed of Indemnity

<<To be executed by the Concessionaire on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the Concessionaire (the "Indemnifying Party") undertakes to indemnify *Jabalpur City Transport Services Limited and other associated entities* (the "Indemnified Party or Parties" as the case maybe) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to Concessionaire's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies SI in writing of a third party claim against Client that any Service provided by the SI infringes a copyright, trade secret or patents incorporated in India of any third party, SI will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The Concessionaire shall hold Client harmless towards any claim or damage or infringement from any third parties in relation in case of any breach of IPR / Patent rights etc.

Conditions

The indemnities set out in shall be subject to the following conditions:

- I. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- III. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - A. all settlements of claims subject to indemnification under this Clause will:
 - B. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- V. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- VI. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- VII. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- VIII. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full,

be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.2 Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into ____ day of <<Month>>, 2017 by and between

Jabalpur City Transport Services Limited having its office at Manas Bhawan, Jabalpur, Madhya Pradesh (hereinafter referred to as "JCTSL" which expression shall include its successors and permitted assignees) of the First Part.

and

[INSERT COMPLETE LEGAL NAME OF THE CONCESSIONAIRE] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE SI] (hereinafter referred to as "Concessionaire" which expression shall include its successors and permitted assignees) of the Second Part.

JCTSL and Concessionaire are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process JCTSL has selected the Concessionaire to implement [INSERT PROJECT NAME] for JCTSL and have entered into an Agreement dated..... (hereinafter the "Master Agreement") in this regard.

AND WHEREAS JCTSL may disclose to the Concessionaire certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Master Agreement, Parties agree as follows:

1. Definitions

- a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by JCTSL to Concessionaire, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, logo, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, sales figures, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, bio-metric records and other intellectual property relating to the JCTSL's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Concessionaire in connection with the JCTSL's information or sensitive personal information as defined under any law for the time being in force.
- b) The term, "JCTSL" shall include the officers, employees, agents, consultants, contractors and representatives of JCTSL, including other government departments for which JCTSL may be rendering its services, and its successors and permitted assignees.

- c) The term, “Concessionaire” shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of Concessionaire, including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information

With respect to any Confidential Information disclosed to Concessionaire or to which Concessionaire has access, Concessionaire agrees that it shall:

- a) Use the Confidential Information only for accomplishment of the services to be performed under the Master Agreement and in accordance with the terms and conditions contained herein;
- b) maintain strict confidentiality of the Confidential Information and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event shall take less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from JCTSL, in connection with the services to be performed under the Master Agreement, and ensure that any such copy is immediately returned to JCTSL even without express demand from JCTSL to do so;
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of JCTSL except as provided in clause 6 below; and
- e) Return to JCTSL, or destroy, at JCTSL direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
 - (i) expiration or termination of the Master Agreement, or
 - (ii) on request of JCTSL.
- f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between JCTSL and Concessionaire or the nature of services to be provided by the Concessionaire to JCTSL except with the written consent of JCTSL.

3. Exception

The aforesaid obligations of confidentiality shall not apply to the following information:

- (i) which has become generally available in the public domain without breach of this Agreement by the Concessionaire; or
- (ii) which at the time of disclosure to Concessionaire was known to Concessionaire free of confidentiality restriction as evidenced by documentation in Concessionaire’s possession; or
- (iii) which JCTSL agrees in writing is free of such confidentiality restrictions; or
- (iv) which has been received from a third party who owes no obligation of confidence in respect of such information; and
- (v) which is directed to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority provided that Concessionaire have given prior prompt notice in writing to JCTSL of such disclosure;

4. Onus

Concessionaire shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 3 above.

5. Remedies

Concessionaire acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by Concessionaire would be a breach of this Agreement and may cause immediate and irreparable harm to JCTSL; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by JCTSL may be impossible to calculate and remedy fully. Concessionaire acknowledges that in the event of such a breach, JCTSL shall be entitled to specific performance by Concessionaire of Concessionaire's obligations contained in this Agreement. Concessionaire shall recompense JCTSL for any loss of revenue arising out of or in any way relate to, or result from breach of obligations under this Agreement by Concessionaire. JCTSL reserves the right to adopt legal proceedings, civil or criminal, against the Concessionaire in relation to a dispute arising out of breach of the confidentiality obligations of the Concessionaire under this Agreement.

6. Need to Know

Concessionaire shall restrict disclosure of Confidential Information to its employees and/or consultants and/or sub-consultants who have a need to know such information for accomplishment of services under the Master Agreement provided such employees and/or consultants and/or sub-consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of JCTSL.

7. Intellectual Property Rights Protection

No license to Concessionaire, under any trademark, patent, copyright, design right or any other intellectual property right is either granted or implied by the conveying of Confidential Information to Concessionaire.

8. Authority

Parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

9. Governing Law

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Jabalpur, India only.

10. Amendments

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

11. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in force and effect.

12. Waiver

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13. Survival

Concessionaire agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of the Master Agreement.

14. Term

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 13, shall remain valid up to expiry or termination of the Master Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

For JCTSL

For Concessionaire

Name:

Name:

Title:

Title:

WITNESSES:

WITNESSES:

1.

1.

2.

2.

Format for Performance Bank Guarantee

<<TO BE EXECUTED UPON A BANK IN JABALPUR>>

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

BANK GUARANTEE NO. _____ **DATE:** _____

This deed of performance guarantee made this (date / month / year) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the **M/s. JABALPUR CITY TRANSPORT SERVICES LIMITED**(hereinafter referred to as the **JCTSL**) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, **JCTSL**, has awarded a Contract bearing No. _ _ _ _ _ **dated** _ _ _ on M/s. _____ (Name and address of the party) (Hereinafter referred to as the 'Concessionaire') [INSERT PROJECT NAME]. And whereas, the Concessionaire has agreed to submit a performance guarantee in the form of a Bank Guarantee to the **JCTSL**, in terms and conditions of Letter of intent/Notification of award No. dated, which will be kept valid up to **72 calendar months** from the date of Bank Guarantee. And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the **JCTSL**, and the Concessionaire.

In consideration of the **JCTSL**., having agreed to award the contract, we _____ name of the Bank), do hereby guarantee, undertake, promise and agree to with the **JCTSL**, its legal representatives, successors and assignees that the within named (name of the Concessionaire) their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the **JCTSL**, of Rs. _____ (Rupees only) being the 10% of the contract value, in case the Concessionaire, their legal representatives and assignees do not faithfully perform and fulfil everything within the Letter of intent/Notification of award on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the **JCTSL**, is entitled to demand an amount equal to 10% of the Contract value from the Concessionaire and the demand made by the **JCTSL**, by itself will be conclusive evidence and proof that the Concessionaire has failed to perform or fulfil his obligations and neither the Concessionaire nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the **JCTSL** , stating that the amount claimed is due by way of non – performance of the contractual obligations as aforesaid by the Concessionaire or by reason of the Concessionaire's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards

the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only) being the amount equal to 10% of the total contract value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period upto _____ from the date of Bank guarantee and till the **JCTSL**, certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Concessionaire and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the **JCTSL**, on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agreed with the **JCTSL**, that the **JCTSL**, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract to extend the time of performance by the said Concessionaire from time to time or postpone for any time and any of the power exercisable by the **JCTSL**, against the Concessionaire and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Concessionaire, or for any forbearance, act or omission on the part of the **JCTSL**, to the said Concessionaire by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the **JCTSL**, may have or hereafter possess in respect of the goods supplied/work executed or intended, to be supplied/executed and the **JCTSL**, shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the **JCTSL**, may be entitled to be receiving or have a claim upon and the **JCTSL**, at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the **JCTSL**, on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the bank at its address by Registered Post acknowledged due as proof having delivered shall be deemed to have duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **JCTSL**, in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees only).

The Guarantee shall remain in force until _____ and a claim is performed against the bank within three months from the said date all rights of the Dairy under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITH STANDING anything contained herein:

- i. Over liability under this guarantee shall not exceed Rs. _____
- ii. This bank guarantee shall be valid up to _____ and
- iii. We, (name of the Bank), are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if **JCTSL**, serve upon us (name of the Bank), a written claim or demand on or before _____

(Signature with Seal)

Place:

Date:

Code No.

6.3 Draft Tripartite Services Agreement

[On stamp paper of appropriate value]

This Tripartite Services Agreement (Agreement) is entered into this ____ day of _____ 201__, having an effective date _____ (Effective Date) by and between the following parties. Supplier, Confirming Party and Customer are individually referred to as “Party” and collectively, the “Parties”:

Customer Entity:	Supplier Entity:	Confirming Party Entity:
Customer Registered/Business Address:	Supplier Registered/Business Address:	Confirming Party Corporate office /Business Address:
Customer Contact:	Supplier Contact:	Confirming Party Contact:
Customer Notice Address:	Supplier Notice Address:	Confirming Party Notice Address

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For and on behalf of the President of India, the Customer	For and on behalf of Supplier	For and on behalf of Confirming Party
Witness:	Witness:	Witness:

WHEREAS:

A. JCTSL had issued Request For Proposal (the “RFP”) in respect of as per RFP No. _____ (the “Project”) to which the Consortium (defined hereinafter) had submitted its response/bid to the said RFP;

B. The Customer awarded the work in favour of Consortium in respect of the Project and the Customer and the Consortium had entered into an Agreement dated _____ related thereto (Customer Agreement with Consortium, as further defined hereinafter);

C. Pursuant to the aforementioned Customer Agreement with Consortium, the Customer awarded COF in favour of Supplier for the supply of Services which has been accepted by the Supplier;

D. The Parties now wish to enter into this Agreement to record the terms and conditions on the basis of which the Services would be provided by the Supplier to the Customer and the roles and responsibilities of Confirming Party, if any, in connection therewith. Notwithstanding the provisions of Section _____ of Customer Agreement with Consortium, terms of the Customer Agreement with Consortium shall apply to the Supplier only to the extent applicable to Supplier’s scope of Services with respect to the Project.

1. DEFINITIONS

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

“**Consortium**” means (for the purposes of this Agreement) the consortium between, *inter alia*, the Supplier and the Confirming Party as per consortium agreement dated _____, including any amendments thereto, (“Consortium Agreement”) for jointly submitting the consortium proposal to the Customer in response to the Customer's RFP.

“**Customer**” means the entity defined above. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

“**Customer Agreement with Consortium**” means agreement dated _____ in respect of the Project to which the Customer and Consortium are parties.

“**Customer Order Form**” or “**COF**” -means the purchase order dated _____ (including amendments thereto) for Service issued by Customer and accepted by Supplier setting out matters relating to Supplier's delivery of Services to Customer.

“**Customer Premises**” means the location or locations occupied by Customer or Customer’s End Users (as applicable) to which Service is delivered.

“**End User**” means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer, an authorized vendor of Customer or a customer of Customer.

“**Service Schedules**” means the scope of work in respect of Services as set out in the Consortium Agreement which is incorporated into this Agreement by way of this reference.

“**Services**” means _____ set forth in the Consortium Agreement with respect to scope identified in Annexure A, B and C of the Consortium Agreement. For avoidance of doubt, internet services (as specified in Consortium Agreement) are excluded from the scope of Services.

“Service Fees” means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF(s) and Service Schedules and the Customer Agreement with the Consortium.

“Supplier” means the entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

2. SERVICES

2.1 The Supplier agrees to provide the Services as per the Service Schedules, in accordance with the terms and conditions of the Customer Agreement with the Consortium to the extent such terms and conditions apply to the Supplier’s provision of the Services. Confirming Party confirms that the Services Schedule covers the entire scope of Services to be provided by the Supplier under the Customer Agreement with the Consortium.

2.2 Term/Service Fees. This Agreement shall become effective on the Effective Date and shall be co-terminus with Customer Agreement with the Consortium.

2.3 Payment. Supplier will commence invoicing for Services as per the applicable payment terms of the Customer Agreement with Consortium. Invoices raised by Supplier shall be vetted and approved by the Confirming Party. Payment shall be made by the Customer to Supplier against the invoices duly vetted and approved by the Confirming Party for the Services in accordance with the payment terms mentioned in the Customer Agreement with Consortium, to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in INR. Payment shall be made after deducting liquidated damages/penalties (related to Services to be supplied by the Supplier) taxes etc. as per the terms and conditions of the Customer Agreement with the Consortium.

3. RESALE AND USE OF SERVICES

3.1 Resale of Services. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer’s customers or any third parties in respect of Customer’s resale of Services.

3.2 Customer's Obligation. In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4. LIMITATION OF LIABILITY

4.1 Damages. Notwithstanding any other provision hereof or any other agreement, neither Customer nor Supplier shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages including any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at Jabalpur in Madhya Pradesh and any court of appeal therefrom.

5.2 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

5.3 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

5.4 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

5.5 Dispute Resolution – Any dispute with respect to this Agreement shall be resolved as per the dispute resolution provisions agreed in the Customer Agreement with the Consortium.

5.6 Entire Understanding. This Agreement along with the Customer Agreement With the Consortium, Service Schedule, Consortium Agreement and COF constitutes the entire understanding of the Parties related to the subject matter hereof. As per this RFP (e) of the Customer Agreement with the Consortium, this Agreement forms an integral part of the Customer Agreement with the Consortium. Except to the extent otherwise agreed in this Agreement, all terms and conditions of the Customer Agreement with the Consortium shall mutatis mutandis apply to this Agreement. This Agreement is without prejudice to (i) any rights that the Customer may have against the Confirming Party under the Customer Agreement with the Consortium and (ii) any and all obligations that the Confirming Party has under the Customer Agreement with the Consortium.

5.7 Amendment. This Agreement may be amended only in writing signed by a duly authorized representative of each of Confirming Party, Supplier and Customer.

END OF DOCUMENT