Request for proposals to install, operate, and maintain the vehicle parking system in [CITY]

[IMPLEMENTING AGENCY]

1. Disclaimer

The [IMPLEMENTING AGENCY] ([IMPLEMENTING AGENCY]) has prepared this Request for Proposals (RFP) to manage on-street parking. The RFP has been prepared with an intention to invite prospective bidders and to assist them in making their decision of whether or not to submit a proposal. The RFP is a detailed document with specific terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the system. [IMPLEMENTING AGENCY] has taken due care in preparation of information contained herein and believes it to be accurate. However, neither [IMPLEMENTING AGENCY] or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting a Proposal. The information is provided on the basis that it is non–binding on [IMPLEMENTING AGENCY], any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. We would also request the bidders to go through the RFP in detail and bring to notice (of [IMPLEMENTING AGENCY]) any kind of error, misprint, inaccuracies, or omission in the document.

[IMPLEMENTING AGENCY] reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

Interested parties, after careful review of all the clauses of this RFP, are encouraged to send their suggestions in writing to [IMPLEMENTING AGENCY]. Such suggestions, after review by [IMPLEMENTING AGENCY], may be incorporated into this [IMPLEMENTING AGENCY] as an addendum which shall be uploaded onto the [IMPLEMENTING AGENCY] tender website. Interested parties should check the website to download the final terms and conditions before submitting Proposals.

2. Introduction

Effective parking management is an essential tool to facilitate the efficient use of road space and to ensure free passage for pedestrians, cyclists, public transport, and motorists. 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 [IMPLEMENTING AGENCY] ([IMPLEMENTING AGENCY]) seeks to implement a modern Parking System to improve parking operations, optimise 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 and efficiency in the collection of parking fees and enforcement operations. This introduction outlines the primary components of the [CITY] Parking System.

2.1. Management structure

The Service Provider will establish, operate, and maintain the Parking System. The Service Provider carries out parking operations, including fee collection and enforcement on designated streets (comprised of "Block Faces") and Parking Lots. The Service Provider will create direct data links so that [IMPLEMENTING AGENCY] can monitor the status of the parking system. The Service Provider will receive a service payment for the parking operation activities carried out, as outlined in this document.

2.2. Definition of parking areas

[IMPLEMENTING AGENCY] will assign specific city Zones to the Service Provider. Within each Zone, [IMPLEMENTING AGENCY] will designate some Block Faces and Parking Lots as Paid Block Faces and Paid Parking Lots. In the Paid Block Faces and Paid Parking Lots, the Service Provider will be responsible for defining parking and no-parking areas through clear signage and road markings. The signage will also display the applicable Parking Fee, if any.

2.3. Parking fee payment

The Parking System will enable quick and hassle-free payment of parking fees through a mobile phone-based payment system. 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 and mobile number(s) that can be used for Parking Fee payment anywhere in the city. The User will use an SMS text message or Smartphone app to notify the Parking System that s/he has begun parking in a Paid Parking Block or Parking Lot. The notification will indicate the parking facility ID in which the registered vehicle has been parked. The System will record the vehicle's presence until the User sends another message when s/he leaves the parking spot. Parking accounts can be recharged /paid online with credit cards, net banking or other means.

One-time users also will be able to access the parking system by obtaining prepaid Parking Coupons. Parking Coupons shall be made available widely through general stores, kiosks, newsstands and other outlets in the Zones assigned to the Service Provider. The user will send an SMS text message to the Parking System with the vehicle's license number and the parking facility ID along with a unique number printed under a scratch-off portion or scanned barcode/QR Code on the parking coupon. The user will be enabled to park for the duration corresponding to the coupon's value. The parking duration can be

extended with another message providing a new coupon number or barcode/QR Code. Coupons should be reusable for multiple instances of parking in case they have value remaining.

All payments will be carried out through User Accounts and Parking Coupons; the Service Provider will not collect direct payments on the street, cash or otherwise.

2.4. Enforcement

2.4.1. Paid Parking Lots and Block faces

Service Provider enforcement officers will carry out enforcement through random spot checks. In Paid Parking Block Faces and Parking Lots, officers will scan licence plate numbers using handheld devices. In the event that a vehicle user has not paid the Parking Fee, the enforcement officer will take a photo of the vehicle, notify the Parking system and Traffic Police, and immobilise the vehicle. A user must pay the applicable parking fine through the system website, using a Smartphone app, or a Parking Coupon to have a vehicle unclamped. Enforcement officers will not collect fines directly. To aid in enforcement activities, the Service Provider will also provide vehicle detection sensors for all car Parking Slots along Paid Parking Block Faces and Parking Lots to track and monitor the arrival and departure of every vehicle that parks in a designated Parking Slot.

2.4.2. No Parking Area

In the event that a vehicle user is parking or has parked in a No-Parking Area, the Traffic Police will take a photo of the vehicle, notify the Parking system, and immobilise the vehicle. As per Section 177 in Motor Vehicles Act 1988, a user must pay the applicable parking fine to the Traffic Police. Payments will be made through the system website, using a Smartphone app, or a Parking Coupon to have a vehicle unclamped. Enforcement officers will not collect fines directly.

2.5. Customer information

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

2.6. Scope and timeline

Phase 1 of the [CITY] Parking System will cover all existing paid parking locations in the city and is expected to launch in _____. The initial coverage area will include key destinations in central [CITY], including the commercial areas of _____. Existing paid parking locations in [CITY] comprise approximately _____ equivalent car spaces (ECS). The System will be expanded in subsequent phases.

[IMPLEMENTING AGENCY] hereby requests interested Parties to respond to this call for Requests for Proposal (RFP) to develop and operate the Parking System in [CITY].

3. Notice of tender invitation

[Tender invitation]

4. Definitions

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

"**Arbitration tribunal**" means an organ composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

"**Base Parking Fee Rate**" or "Base Fee Rate" is the Fee Rate at the Commencement Date.

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

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

"**Bidder**" means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium or a cooperative society, who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.

"**Block Face**" is one side of a street between two major intersections where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Block is denoted by a unique identification code.

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

"**[IMPLEMENTING AGENCY] Representative**" means any person duly authorized by [IMPLEMENTING AGENCY] for the purposes of this RFP.

"**Collection**" is a set of processes designed to the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the [CITY] Parking System.

"**Commencement Date**" means the date stipulated by [IMPLEMENTING AGENCY] for commencement of the operations by the Service Provider under the Service Provider Agreement and shall not be earlier than 90 days from the date of signing of Service Provider Agreement. The Service Provider shall make available 100 per cent of the manpower by the commencement date in operational readiness along with supporting maintenance infrastructure.

"**Commercial Operations Date**" or "COD" is the actual date on which the Parking Management and Operations will begin to serve users under the Service Contract.

"**Consortium**" shall mean an association of two (2) or three (3) entities / firms formed specifically for the purpose of bidding for this RFP.

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

"**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, as defined by [IMPLEMENTING AGENCY] .

"**Escrow Account**" shall mean a common account set up through an agreement between [IMPLEMENTING AGENCY] and the service provider into which all revenue shall be deposited and, thereafter, payments to the Service Provider, [IMPLEMENTING AGENCY] and other agencies shall be made.

"**IT-Based Parking System**" or "**Parking System**" means a system in which collection of parking fees and system monitoring is managed real-time using a central server and control centre.

"**Letter of Acceptance**" or "LOA" means the letter issued by [IMPLEMENTING AGENCY] to the Successful Bidder to provide Parking Management Service in conformity with the terms and conditions set forth in the RFP.

"**No-Parking Area**" means any portion of a Block Face where parking is not permitted. All footpaths and cycle tracks are No-Parking Areas.

"**Occupancy**" means the average per cent of Parking Units on one or more Block Face(s) or Parking Lot(s) that are occupied by vehicles during continuous eight (8)-hour periods specified by [IMPLEMENTING AGENCY] for the respective Block Faces or Parking Lots.

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

"**Paid Block Face**" is a Block Face where a Parking Fee is applicable for one or more types of vehicles.

"**Paid Parking Lot**" is a Parking Lot where a Parking Fee is applicable for one or more types of vehicles.

"**Paid Parking Unit**" is a Parking Unit where a Parking Fee is applicable for one or more types of vehicles.

 "**Parking Coupon**" or "Coupon" is a prepaid card that a user can purchase from a third party with a specified value that can be used toward Parking Fees and Fines. Each Coupon contains a unique number that the user can relay to the Service Provider to initiate Fee or Fine payment.

"**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 Fee**" or "Fee" is an amount charged by [IMPLEMENTING AGENCY] for vehicle parking in a Block Face or Parking Lot.

"**Parking Fine**" or "Fine" is an amount charged by [IMPLEMENTING AGENCY] and 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 off-street 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 Fee Rate**" 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 Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, be a period of fourteen (14) days.

"**RFP**" and/or "RFP Document" means this Document.

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

"**Service Charge**" means an amount [IMPLEMENTING AGENCY] will compensate the Service Provider for operation of the Parking System, subject to incentives.

"**Service Provider Agreement**" means the Agreement including, without limitation, any and all Annexures thereto, which will be entered into between [IMPLEMENTING AGENCY] and the Successful Bidder

"**Service Provider Facilities**" means the facilities and equipment produced or developed by the Service Provider that are required for the due implementation of this Contract.

"**Service Provider**" means the successful bidder selected under this RFP with whom [IMPLEMENTING AGENCY] has entered into a Service Provider Agreement.

"**Successful Bidder**" shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by [IMPLEMENTING AGENCY].

"**System**" shall mean the [CITY] Parking System.

"**Two Wheeler Parking Slot**" is defined as the individual parking space for one (1) motorised two-wheeled vehicle.

"**Unpaid Block Face**" is a Block Face where parking is free of cost.

"**Unpaid Parking Lot**" is a Parking Lot where parking is free of cost.

"**User Account**" means a record with the Service Provider 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 and Parking Fines.

"**User**" means the operator of a vehicle who parks in a Block Face or Parking Lot operated by the Service Provider.

"**Zone**" is a unique area of the city that is defined by the network of streets with two or more Block Faces and/or one or more Parking Lots.

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

5. Instructions to bidders

5.1. Due Diligence

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

5.2. Cost of Bidding

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

5.3. Clarification to RFP Documents

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

_____

[IMPLEMENTING AGENCY]

_____

[CITY]
E-mail: _____
Phone: _____

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

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that [IMPLEMENTING AGENCY] has not responded to any question or provided any clarification to a query.

5.4. Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, [IMPLEMENTING AGENCY] may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s)." If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, [IMPLEMENTING AGENCY] , reserves the right to extend

the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on [IMPLEMENTING AGENCY] for the same.

5.5. Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders at **HH:MM on DD MMM YYYY** at the office of the [IMPLEMENTING AGENCY] , [CITY].

Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

[IMPLEMENTING AGENCY] may, at its sole discretion, extend the Deadline for Submission of Bids.

5.6. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

5.6.1. Technical Bid with Bid Security

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

5.6.2. Financial Bid

The Financial Bids should be in the form and manner set forth in Annex D and should comprise of all such documents and details mentioned therein.

5.7. Preparation of Bids

5.7.1. Language of Bid

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

5.7.2. Bid Currency

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

5.7.3. Format of Earnest Money Deposit ("EMD") or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 3,00,000/- (Rupees Three lakhs only) (hereinafter referred to as "Bid Security" or "EMD") in the form of a demand draft, banker's cheque, or irrevocable bank guarantee drawn in favour of "[IMPLEMENTING AGENCY] ," and payable in [CITY].

5.7.4. Currency of Bid Security

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

Bidding shall be open to firms (which include companies, partnerships, and proprietary concerns), duly registered cooperative societies, and consortiums (lead partner + one). In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified and 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 and joint ventures (JV) shall apply:

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 and any business/shareholding/other relationship between them is to be made clear.

A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with [IMPLEMENTING AGENCY]. The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and 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 and the various consortium/JV partners with their respective roles and responsibilities if any in the Parking System.

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 Service Provider 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 and at all times during the duration period of the Service Provider 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 and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.

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.

Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.

Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Provider Agreement shall entitle [IMPLEMENTING AGENCY] to reject the Bid in its sole discretion.

[IMPLEMENTING AGENCY] reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Agreement.

5.7.5. Authentication of Bid

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

5.7.6. Validation of interlineations in Bid

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

5.7.7. Number of Copies of Bid

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

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

5.7.8. Sealing and Marking of Bids

Bids shall be marked as follows:

The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope on which the following shall be superscribed: "Envelope – A1- Bid Security for [CITY] Parking System"

The original and copy of the original of the Technical Bid (Annex D) shall be sealed separately in an envelope on which the following shall be Superscribed: "Envelope – A2- Technical Bid for [CITY] Parking System"

The original and copy of the specifications related details (Annex D) shall be sealed separately in an envelope on which the following shall be superscribed: "Envelope – A3 Specifications for [CITY] Parking System"

The original of the Financial Bid (Annex E) shall be sealed separately in envelopes on which the following shall be superscribed: "Envelope – B Financial Proposal for [CITY] Parking System"

The Envelopes A1, A2 and A3, and B, along with the original bid documents issued by [IMPLEMENTING AGENCY] , and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to [IMPLEMENTING AGENCY] and marked as below: "Tender for [CITY] Parking System"

The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

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

5.8. Period of Validity of Bids

5.8.1. Validity Period

Bids shall remain valid for a period of 180 days (one hundred and eighty) after the date of technical bid opening (Stage-I) prescribed by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] reserves the right to reject a Bid as nonresponsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and [IMPLEMENTING AGENCY] shall not be liable to send an intimation of any such rejection to such Bidder.

5.8.2. Extension of Period of Validity

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

5.8.3. Mailing Address for Bids

Bids shall be addressed to [IMPLEMENTING AGENCY] and sent at the following address:

_____

[IMPLEMENTING AGENCY]

_____

[CITY]

5.9. Deadline for Submission for Bids

5.9.1. Last Date and Time for Submission

The Bids must be received by [IMPLEMENTING AGENCY], at the specified address, latest by HH:MM DD MMM YYYY being the Deadline for Submission of Bids. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for [IMPLEMENTING AGENCY], the Bids will be received up to the appointed time on the next working day.

5.9.2. Extension of Deadline for Submission of Bids

If the need so arises, [IMPLEMENTING AGENCY] may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFP documents in this behalf. In such event, all rights and obligations of [IMPLEMENTING AGENCY] and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

5.9.3. Late Bids

Any Bid received by [IMPLEMENTING AGENCY] after the Deadline for Submission of Bids prescribed by [IMPLEMENTING AGENCY] will be summarily rejected and returned unopened to the

Bidder. [IMPLEMENTING AGENCY] shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by [IMPLEMENTING AGENCY].

5.9.4. Milestones

The detailed timetable for the bidding process that shall apply is specified below. [IMPLEMENTING AGENCY] reserves the right to make any changes in this timetable at its sole discretion.

Milestone	Date
Issue of RFP Documents to Bidders	DD MMM YYYY
Last date for receipt of pre-bid queries	HH:MM on DD MMM YYYY
Pre-bid Meeting	HH:MM on DD MMM YYYY
Last date for receipt of Bids	HH:MM on DD MMM YYYY
Date of Opening of Technical Bids	HH:MM on DD MMM YYYY

The above time frame is indicative and would be subject to change as may be notified by [IMPLEMENTING AGENCY] from time to time.

5.10. Modification and Withdrawal of Bids

5.10.1. Modification of Bid

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

5.10.2. Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw its Bid after submission thereof, provided that [IMPLEMENTING AGENCY] receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

5.11. Bid Process – Steps & Evaluation

5.11.1. Opening of Technical Bid - The Qualification Bids

Technical Bid received by [IMPLEMENTING AGENCY] in response to this RFP shall be opened by [IMPLEMENTING AGENCY] in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at **HH:MM on DD MMM YYYY** in the office of the **[IMPLEMENTING AGENCY], _____, [CITY]**. The Bidders' representatives who are present at such opening shall

sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for [IMPLEMENTING AGENCY] , the Bids shall be opened at the appointed time and location on the next working day.

5.11.2.   Announcement of Bids

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

5.11.3.   Opening of Financial Bids

After the evaluation of Technical Bid has been completed, [IMPLEMENTING AGENCY] shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of [IMPLEMENTING AGENCY] in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

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

5.11.4.   Completeness of Bids & Rectification of Errors

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

5.11.5.   Clarification of Bids

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

5.11.6.   Rejection of Bid

A Bid is likely to be rejected by [IMPLEMENTING AGENCY] without any further correspondence, as non-responsive, if:

> Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
> Bid is not submitted in the bid-forms annexed in the RFP Document; or
> Bid is submitted by telex, fax or email; or
> Bid Security does not conform to the provisions set forth in this RFP; or

Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.

In addition to the foregoing, in the event a Bidder makes an effort to influence [IMPLEMENTING AGENCY] in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

5.11.7. Eligibility criteria

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

Technical Eligibility Criteria

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

> Experience of operating IT-Based Parking Systems with a combined total of at least ten lakh (10,00,000) User payment transactions over the previous two years through an explicit contract/concession.
> Experience of managing at least fifty (50) field staff in IT-Based Parking Systems over the previous two years through an explicit contract/concession.

The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant. In case of a consortium, only the experience of members who hold 21% or more equity will be considered.

The Bidder's proposal also shall meet the following requirement in order to be considered technically qualified:

> Bidder's proposed solution for the [CITY] Parking System meets or exceeds the technical specifications described in Annex A.

Financial Eligibility Criteria:

The Bidder /Bidder Consortium should fulfil the following financial criteria:

> Average annual turnover equal to or above three crore Rupees (Rs. 3,00,00,000) or foreign currency of equivalent value during the last three consecutive financial years for which audited financial reports are available.

The aggregate turnover of a consortium would be considered for the purpose of compliance with financial eligibility criteria.

For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above.

5.11.8. Evaluation of Financial Bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

Bidders should quote the required Service Charge per hour of a car Parking Event. The rate should be quoted in Indian Rupees (INR).

The Bidder with the lowest Service Charge will be selected as the Service Provider.

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

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

5.13. Discharge of Bid Security of successful Bidder

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

5.14. Forfeiture of Bid Security

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

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

5.15. [IMPLEMENTING AGENCY] 's right to accept or reject any and/or all Bids

[IMPLEMENTING AGENCY] reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

5.16. Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Service Provider Agreement, with such terms and conditions as may be considered necessary by the [IMPLEMENTING AGENCY] at the time of finalization of the Service Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence installation of systems for the Parking Management Project. The signing of the Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by [IMPLEMENTING AGENCY] in its sole discretion.

5.17. Expenses for the Provider Agreement

Any and all incidental expenses of execution of the Provider Agreement shall be borne by the Successful Bidder.

5.18. Annulment of Award

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

5.19. Failure to abide by the Provider Agreement

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

6. General conditions of contract

6.1. Application

These general conditions shall apply to Service Provider to the extent that provisions in the Service Provider Agreement do not supersede them.

6.2. Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the System. In the event that [IMPLEMENTING AGENCY] requires any interaction and / or arrangement with a third party in relation to the System, Service Provider shall act as a faithful advisers to [IMPLEMENTING AGENCY] in such process and shall, at all times, support and safeguard [IMPLEMENTING AGENCY] 's legitimate interests in this context.

6.3. Use of Provider Agreement & Information

Service Provider shall not, without [IMPLEMENTING AGENCY] 's prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of [IMPLEMENTING AGENCY] in connection therewith, to any person outside the scope of the System.

Service Provider shall not, without [IMPLEMENTING AGENCY] 's prior written consent, make use of any document or information, which becomes available to the Service Provider during the performance of the Provider Agreement, except such use of information for the purpose of performing the Service Provider Agreement.

All documents other than the Service Provider Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of [IMPLEMENTING AGENCY] and shall be retained (in all copies) by [IMPLEMENTING AGENCY] .

6.4. Indemnity

Service Provider shall at all times, i.e. during the subsistence of the Service Provider Agreement and any time thereafter, defend, indemnify and hold [IMPLEMENTING AGENCY] harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or its agents, employees or subcontractors.

6.5. Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to [IMPLEMENTING AGENCY] , for an amount equal to 2% of the Tendered value of the Parking System to manage assigned zone(s) in the city. The amount will be payable

in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex H of this RFP.

Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Service Provider Period and an additional period of 90 (ninety) days thereafter.

6.6. Representations and Warranties

Service Provider hereby represents and warrants that the hardware and the services implemented under the System shall be:

> In accordance with the standards laid out in the RFP by [IMPLEMENTING AGENCY] for the System and those provided during the term of the agreement;
> As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements.
> Compliant with the specifications set forth in Annex A of this RFP;
> Fit and sufficient for the purpose(s) for which they are designed and developed;
> Be new, certified for quality; and registered with the concerned agency after completing all legal, statutory and other requirements,

Service Provider hereby represents and warrants that neither any component of the System nor any use thereof by [IMPLEMENTING AGENCY] will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

Service Provider hereby further represents and warrants that any service that is provided by the Service Provider hereunder shall be performed in a competent manner and be for any purpose for which Service Provider knows or has reason to know [IMPLEMENTING AGENCY] intends to use such service.

6.7. Assignment

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with [IMPLEMENTING AGENCY]'s prior written consent.

6.8. Delay in providing the Manpower for the system

The Service Provider shall ensure that the manpower for the Parking System is provided to [IMPLEMENTING AGENCY] as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of [IMPLEMENTING AGENCY] :

> Forfeiture of Service Provider's Performance Guarantee
> Imposition of liquidated damages on Service Provider in terms of this RFP
> Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify [IMPLEMENTING AGENCY] in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, [IMPLEMENTING AGENCY] shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

6.9. Liquidated Damages

In the event of delay in supply of manpower for the System by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by [IMPLEMENTING AGENCY] , Service Provider shall pay to [IMPLEMENTING AGENCY] liquidated damages @ Rs. 50,000/- (Rupees fifty thousand only) per day of delay in making the service operational. In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within 90 days of Commencement Date, [IMPLEMENTING AGENCY] reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by [IMPLEMENTING AGENCY] on the Performance Guarantee.

6.10. Right to Inspect Operations, Support Facilities and Documents

Service Provider shall make the Parking System and all support facilities along with all documents, certificates as required for inspection by [IMPLEMENTING AGENCY] and its staff and authorized representatives from time to time.

[IMPLEMENTING AGENCY] reserves the right to inspect/arrange inspection of any parking block and/or any support facility used by Service Provider in relation to the implementation of the [CITY] Parking System, through an authorized agent / representatives. [IMPLEMENTING AGENCY] shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall at all times assist [IMPLEMENTING AGENCY] in such inspections.

[IMPLEMENTING AGENCY] reserves the right to inspect/ arrange inspection of any all relevant documents/ records of operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Parking System, through an authorized agent or representatives. [IMPLEMENTING AGENCY] shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist [IMPLEMENTING AGENCY] in such inspections.

6.11. Ownership & Protection of Property/Data

[IMPLEMENTING AGENCY] shall retain the title and ownership of any site allotted by [IMPLEMENTING AGENCY] to Service Provider for purposes of carrying out Service Provider's

obligations in relation to the [CITY] Parking System. Such title and ownership of [IMPLEMENTING AGENCY] in any such site shall not pass to Service Provider.

Hardware, signage's and any other infrastructure created by [IMPLEMENTING AGENCY] for the purpose of parking management of the slots of the Service Provider at the allotted area for the [CITY] Parking System shall be operated and maintained by the Service Provider with effect from as per terms and conditions detailed in the Service Provider Agreement. [IMPLEMENTING AGENCY] or its authorised agents shall provide support in terms of training to the Service Provider's personnel for such operation and maintenance.

[IMPLEMENTING AGENCY] shall own any and all data created at all times, during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from [IMPLEMENTING AGENCY] .

Service Provider shall exercise all due caution to protect and maintain the data created out of this System.

Service Provider shall not share, sell or in any manner use the data created by Service Provider out of this [CITY] Parking System otherwise than in accordance with the terms of the Service Provider Agreement.

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed by [IMPLEMENTING AGENCY] under the [CITY] Parking System for any purpose whatsoever.

6.12. Confidentiality Obligations of Service Provider

6.12.1. Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to [IMPLEMENTING AGENCY] ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of [IMPLEMENTING AGENCY] relating to the [CITY] Parking System or services provided under the Service Provider Agreement in relation thereto and information relating to [IMPLEMENTING AGENCY] 's business or operations.

Service Provider shall not without [IMPLEMENTING AGENCY] 's prior written consent use, copy or remove any Confidential Information from [IMPLEMENTING AGENCY] 's premises, except to the extent necessary to carry out Service Provider's obligations hereunder. Upon completion or termination of each assignment hereunder, Service Provider shall return to [IMPLEMENTING AGENCY] all documents or other materials containing [IMPLEMENTING AGENCY]'s Confidential Information and shall destroy all copies thereof.

6.12.2. Confidential Exceptions

Confidential Information shall not include information which:

is or becomes generally available to the public without any act or omission of Service Provider

was in Provider's possession prior to the time it was received from [IMPLEMENTING AGENCY] or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than [IMPLEMENTING AGENCY] and not subject to any obligation of confidentiality or restriction on use;

is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify [IMPLEMENTING AGENCY] before such disclosure; or

is independently developed by or for Service Provider by persons not having exposure to [IMPLEMENTING AGENCY] 's Confidential Information

6.12.3.   Period of Confidentiality

Service Provider's obligations of confidentiality regarding [IMPLEMENTING AGENCY]'s Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Provider Agreement.

6.13. *Force Majeure*

[IMPLEMENTING AGENCY] shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delay in performance or failure to perform Provider's obligations under the Provider Agreement is the result of an event of Force Majeure, provided the Service Provider has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify [IMPLEMENTING AGENCY] in writing of such conditions and the cause thereof. Unless otherwise directed by [IMPLEMENTING AGENCY] in writing, Provider shall continue to perform its obligations under the Provider Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Service Provider or [IMPLEMENTING AGENCY] . Such events, shall include, but not be limited to, the following:

Earthquake, flood, inundation and landslide
Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
Acts of terrorism;
Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
Break down of the Plant or any part thereof

Action of a Government Agency having Material Adverse Effect including by not limited to acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Parking System or any part thereof or of Service Provider's rights in relation to the Project.

any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.

any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound

Early termination of this Agreement by [IMPLEMENTING AGENCY] for reasons of national emergency or national security.

War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosive, volcanic eruptions.

6.14. Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 6.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

6.15. Events of Default and Termination

Events of Default shall mean either Service Provider Event of Default or [IMPLEMENTING AGENCY] Event of Default or both as the context may admit or require.

6.15.1.   Service Provider Event of Default

Any of the following events shall constitute an Event of Default by Service Provider (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:

A resolution for voluntary winding up has been passed by the shareholders of Service Provider

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent

jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

6.15.2.   [IMPLEMENTING AGENCY] Event of Default

Any of the following events shall constitute an event of default by [IMPLEMENTING AGENCY] ("[IMPLEMENTING AGENCY] Event of Default") when not caused by a Service Provider Event of Default or Force Majeure Event:

> [IMPLEMENTING AGENCY] is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
> [IMPLEMENTING AGENCY] has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

6.15.3.   Termination due to Event of Default

In the event of the Service Provider Event of Default, [IMPLEMENTING AGENCY] shall have the right to

> invoke the Performance Guarantee and/or
> take over the entire infrastructure developed by Provider for the System or any part thereof and / or
> negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by [IMPLEMENTING AGENCY] , at [IMPLEMENTING AGENCY] 's sole discretion.

Upon Termination of this Agreement on account of Service provider Event of Default, [IMPLEMENTING AGENCY] shall not be liable to pay any termination payment to Service provider.

6.16. Termination for [IMPLEMENTING AGENCY] Event of Default

Upon Termination of this Agreement on account of [IMPLEMENTING AGENCY] Event of Default, the Service Provider shall be entitled to the following:

> Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
> Receive compensation equivalent to 50% of the depreciated value of the installed hardware.
> Discharge of the performance guarantee in full.

6.17. Termination for Insolvency, Dissolution, etc.

[IMPLEMENTING AGENCY] may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of [IMPLEMENTING AGENCY] . Notwithstanding the generality of the foregoing, [IMPLEMENTING AGENCY] reserves the right to invoke the Performance Guarantee and / or take any other action including provisioning of services for Parking System through another Provider agreement with any replacement Provider selected by [IMPLEMENTING AGENCY] in its sole discretion, take over the entire infrastructure developed by Provider for the [CITY] Parking System or any part thereof and / or negotiate with Provider to transfer the said infrastructure or part thereof to a

replacement Provider selected by [IMPLEMENTING AGENCY] , at [IMPLEMENTING AGENCY] 's sole discretion.

6.18. Suspension

On the occurrence of any of the following events, [IMPLEMENTING AGENCY] shall by a written notice of suspension, suspend any agreements as set forth in the Service Provider Agreement which may have been granted to the Service Provider there-under:

> In the event and to the extent [IMPLEMENTING AGENCY] is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
> In the event Service Provider fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by [IMPLEMENTING AGENCY] to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by [IMPLEMENTING AGENCY] in its sole discretion, from the date of issue of such notice of suspension.

6.19. Arbitration

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be [CITY]. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

6.20. Jurisdiction

Subject to Clause 1.18, only the courts in [CITY] shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

6.21. No Waiver of Rights and Claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

7. Scope of work

7.1. Terms of contract

The Service Provider will install, maintain, and operate an IT-Based Parking System to collect parking fees in the assigned Zone(s) of the city. Technical specifications for specific components are described in Annex A.

The Service Provider shall carry out the following activities:

Hardware, software, and facilities:

Install and maintain road markings, signage, and dynamic display boards to display parking rules and provide customer information.

Install, operate and maintain an IT system, including a control centre, for parking fee and fine payments, monitoring, and enforcement. Procure software and hardware for the processing of customer payments via credit card, net banking, mobile-based banking systems, and other media.

Procure hardware and software to aid in the planning and monitoring of enforcement activities.

Procure and operate devices to immobilise vehicles parking in Paid Parking Areas without paying applicable Parking Fees or in No-Parking Areas until the User clears any pending Fees and Fines.

Establish the required facilities, equipment, and vehicles for the operations of the Parking System.

All equipment used to establish the system must have been manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between [IMPLEMENTING AGENCY] and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

Operations:

The Service Provider will develop and 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 branding, signage, geometric design (i.e. delineation of free parking, paid parking and no-parking areas), fee collection, enforcement, facility maintenance, and customer service procedures. The Service Provider also will prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Service Provider. The Operating Plan and Parking Management Plans, and any modifications to them, must be approved by [IMPLEMENTING AGENCY]. The Service Provider will incorporate suggestions from [IMPLEMENTING AGENCY] on the Operating Plan and Parking Management Plans and operate the Parking System in accordance with the approved Operating Plan and Parking Management Plans.

Enter into an agreement with [IMPLEMENTING AGENCY] to set up an Escrow Account into which all revenue, including Fees and Fines, shall be deposited. Payment to

the Service Provider, [IMPLEMENTING AGENCY] and other agencies shall be made from the escrow account.

Collect customer payments toward User Accounts via multiple payment media and deposit the same into an escrow account set up for the purpose of the Parking System.

Develop a network of third-party shops to sell prepaid Parking Coupons, carry out training of shopkeepers about the Parking System, and ensure that the shops have an adequate supply of coupons at all times.

Collect applicable Parking Fees using an IT-based system from all users who park their vehicles in Paid Parking Blocks or Paid Parking Lots assigned to the Service Provider. Fees will be collected via User Accounts or Parking Coupons. The Service Provider will not collect cash or other forms of direct payment on the street.

Monitor and enforce on street parking rules in all Block Faces by Traffic Police and [IMPLEMENTING AGENCY]. Service Provider will electronically check paid/unpaid status of vehicles parked in Parking Facilities and identify vehicles that have not paid applicable Parking Fees or that are parked in No-Parking Areas. Traffic Police will be notified by the Service Provider to issue parking fines for and immobilise such vehicles. Notify concerned authorities about immobilisation of violating vehicles. Remove immobilisation devices after checking proof of Fee and Fine payment.

Establish and maintain a Control Centre that will monitor operations of the Parking System. The Control Centre will constitute [IMPLEMENTING AGENCY] 's single point of contact to enable [IMPLEMENTING AGENCY] to coordinate with the Service Provider in the course of the day-to-day operation and management of the Parking System by [IMPLEMENTING AGENCY] . The Service Provider shall ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and [IMPLEMENTING AGENCY] . The premises for the Control Centre will be provided by [IMPLEMENTING AGENCY].

Provide access to an IT-enabled web based monitoring system with which [IMPLEMENTING AGENCY] may monitor the Parking System. The Service Provider will provide real-time information access and periodic summary reports in an electronic format specified by [IMPLEMENTING AGENCY].

Enlist trained professionals to operate the Parking System. The Service Provider will prepare a Human Resources Plan specifying how personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by [IMPLEMENTING AGENCY].

Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.

Waive all rights to sell advertisement space on any elements of the Parking System, which are retained by and shall vest only in [IMPLEMENTING AGENCY] . The Service Provider shall be obliged to carry advertisements as specified by [IMPLEMENTING AGENCY] . The Service Provider shall not carry out any other commercial activities on or near Parking System facilities unless explicitly approved by [IMPLEMENTING AGENCY].

Customer service:

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

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

Legal:

Bear all applicable National, State and local taxes on purchase of equipment.

Get the necessary licenses and clearances from relevant authorities, such as RBI etc., for processing payments and running other operations to fulfil the requirements of the Parking System.

Bear all applicable insurance, including vehicle insurance and passenger insurance as required under:

Any Financing Agreements

Laws of India

Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

7.2. Contract Period

This Contract is being granted for monitoring and enforcement of on street parking in the assigned zone(s) for a period of 65 months, including a 5-month mobilisation period and 60 months of operations.

7.3. Training and testing period

During the Training and Testing Period, the Service Provider shall make available its staff for the purpose of Training provided by [IMPLEMENTING AGENCY]. [IMPLEMENTING AGENCY] and Service Provider shall use this period to understand the intricacies of operations and fine-tune the System. No fines shall be applicable during this period.

7.4. Determination of parking areas

The following assignment of parking areas will be applicable on the Commencement Date:

[IMPLEMENTING AGENCY] will assign to the Service Provider a set of Parking Zones.

In each Parking Zone, [IMPLEMENTING AGENCY] will assign to the Service Provider an initial set of Paid Block Faces with a combined size of at least 3,990 Paid Parking Units.

In a given Zone, the total number of Paid Parking Units in the Paid Block Faces will not be less than 75 per cent of the number of Parking Units in the Paid Block Faces.

For each assigned Block Face, the Service Provider will propose how to manage the Block Face in a Management Plan with details as specified in Annex A. The Management Plan must be compliant with the Operating Plan and is subject to review by [IMPLEMENTING AGENCY].

After a period of 90 days from the COD, parking areas may be modified as follows:

[IMPLEMENTING AGENCY] may designate additional locations as Paid Block Faces or Paid Parking Lots in the Zones assigned to the Service Provider. Such new areas will have an average Occupancy such that the overall occupancy of Paid Block Faces and Paid Parking Lots in the Zone is at least 60 per cent.

The Service Provider may request to have any Unpaid Block Face in a Zone designated as a Paid Block Face, subject to [IMPLEMENTING AGENCY] approval.

The Service Provider may request to have a Paid Block Face or Paid Parking Lot designated as an Unpaid Block Face or Unpaid Parking Lot if the average Occupancy of all Paid Block Faces and Paid Parking Lots in the Zone falls below 60 per cent, subject to [IMPLEMENTING AGENCY] approval.

Modifications in parking areas must be implemented within 30 days after approval is issued by [IMPLEMENTING AGENCY].

7.5. Determination of parking fees and fines

[IMPLEMENTING AGENCY] will set Fee Rates and Fine Rates, including the determination of how Fee Rates and Fine Rates will vary by vehicle type, location, and time of day. The Base Fee Rate for cars will be ten (10) Rupees per three hours. The Base Fee Rate for two wheelers is two (2) Rupees per three hours.

[IMPLEMENTING AGENCY] will set Fine Rates for non-payment of Parking Fees of at least four (4) times the applicable Fee Rate. If the Fee Rate for a vehicle type is zero (0) Rupees, [IMPLEMENTING AGENCY] will set a Fine Rate as follows:

$$\text{Fine Rate} \quad 4 * e_{vehicle} * f_{car}$$

Where

$e_{vehicle}$ is the ECS Factor for the respective vehicle type.

f_{car} is the Fee Rate for cars.

7.6. Fine and fee collection

All fee and fine payments in Paid Parking lots to the Parking System shall be credited in full to an escrow account established by [IMPLEMENTING AGENCY]. The Service Provider shall not retain Fee or Fine revenue nor shall it have any right in relation to the Fees or Fines collected. Service Provider shall at no point of time, directly or indirectly, partake any portion of Fees or Fines.

7.7. Payment to the Service Provider

The Service Provider shall submit an invoice at the end of each 14 days specifying:

> The total duration of Parking Events by each type of vehicle and by paid/unpaid and legal/illegal status during the Payment Period.
> Applicable Service Charge for the period.
> Total revenue collection by [IMPLEMENTING AGENCY] from Fees and Fines during the Payment Period.
> Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.
> Supporting evidence, captured from the IT system, verifying the claim.

The Service Provider will receive a Service Charge for all vehicle parking-hours. The Service Provider also will receive 10 per cent of revenue from an increase in the Fee over the Base Fee Rate. In the case of vehicles that have been immobilised, the Service Provider will receive an additional amount equivalent to the Fee Rate. Payments to the Service Provider will be calculated as follows:

$$\text{Payment} = [\quad ([d_{fee,vehicle} + d_{fine,vehicle}] * e_{vehicle} * [k_a + 0.1 * (f_{car} - b_{car})]) +$$
$$(d_{fine,vehicle} * e_{vehicle} * f_{car})] * (1 + i)$$

Where:

> $d_{fee,vehicle}$ is the combined duration of Parking Events for which a Parking Fee was applicable and the User paid the applicable Fee, for the respective vehicle type during the Payment Period, in hours.
> $d_{fine,vehicle}$ is the combined duration of Parking Events during which a User did not pay the applicable Fee in a Paid Parking Lot, a Fine was applied by the Service Provider, and the Service Provider immobilised the vehicle, for the respective vehicle type during the Payment Period, in hours.
> $e_{vehicle}$ is the ECS Factor for the respective vehicle type.
> k_a is the Applicable Service Charge for the Payment Period.
> f_{car} is the Fee Rate for cars.
> b_{car} is the Base Fee Rate for cars.
> The two sums are calculated over all types of vehicles for which Parking Fees and Fines are applicable.

Payment for incentives shall be calculated as described below.

[IMPLEMENTING AGENCY] will, within a period of seven days from receipt of the invoice, verify the invoice against the records that it has on the Parking System and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by [IMPLEMENTING AGENCY] to the designated account of the Service Provider after deducting any tax deductions at source that [IMPLEMENTING AGENCY] may be obliged to deduct under Indian law.

The Service Provider shall be compensated for damages to Parking System equipment where the liability is traced to [IMPLEMENTING AGENCY]. In the event that any damages or need for repairs to the Project Assets arises during the Agreement Period on account of Vandalism, the Service Provider will be

required to make good the damages and repair and rectify the Project Asset to the original conditions. Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Service Provider shall be the liability of the Service Provider. In such case Service shall repair and rectify at its own cost the damages to the satisfaction of [IMPLEMENTING AGENCY]. All insurance proceeds if any shall be applied in rectification/repair of Project Assets.

Damages due to negligent driving or accidents by Service Provider personnel or authorised representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Service Provider. [IMPLEMENTING AGENCY] claims no liability for such infractions.

[IMPLEMENTING AGENCY] shall not be liable to make any other payments such as those arising from maintenance or operations of the Parking System other than the payments described in this section.

7.8. Revision of Service Charge

The Service Charge shall be reviewed and (if applicable) revised on a yearly basis to correct for inflation and compensate the Service Provider for changes in the variable costs of operation. The Service Charge for any given payment period shall be called the Applicable Service Charge and shall be determined as follows:

$$k_a = k_b * (0.25 + 0.75 * [1 + (w_p - w_b) / w_b])$$

Where

k_a is the Applicable Service Charge for the current payment period,
k_b is the Service Charge for the first payment period,
w_p is the Present Year Wholesale Price Index, and
w_b is Base Wholesale Price Index.

The Wholesale Price Index at the Commencement Date will be defined as the Base Wholesale Price Index.

7.9. Incentives

Incentives in the Payment to the Service Provider will be calculated as the sum of all deficiencies observed during the previous Payment Period as follows.

$$i =　(m * q / 10,000)$$

Where:

i is the incentive variable in the Payment formula
m is the incentive metric, measured in excess of the Threshold specified in the schedule of incentives, and
q is the incentive factor applicable to the respective incentive metric.

Incentives shall be applied by [IMPLEMENTING AGENCY] on the Service Provider for various parameters better defined in the table below. Incentive metrics are measured from 0:00 on the first day of the Payment Period until 23:59 on the last day of the payment period. An incentive metric only applies if

it has exceeded the threshold value during the Payment Period. The total value of incentives applied in any Payment Period shall be limited to ten (10) per cent of the average payment made in the previous three (3) Payment Periods. [IMPLEMENTING AGENCY] may add/delete/change/modify the incentive parameters, provided that at least ninety (90) day prior notice shall be given to the Service Provider before such parameters are applied. Incentive determinations shall be supported by reports of [IMPLEMENTING AGENCY] inspection staff.

A representative schedule of incentives is presented below.

Metric, m	Threshold	Factor, q
On-street signage		
Running metres of road markings not visible / erroneous.	50	− 1
Number of static signs not visible / erroneous.	10	− 10
Fee collection		
Number of minutes the IT system is not functional.	20	100
Number of coupons that do not validate correctly.	$0.001 * d_{fee,vehicle}$	− 1
Per cent of User payments not completed.	0.1	100
Combined number of days that Coupons are out of stock in a Zone**.**	0	100
Enforcement		
Per cent of length of assigned enforcement agent itinerary not followed during enforcement agent rounds.	5	10
Number of vehicles parked on	0	2

footpaths (ECS units).		
For unpaid vehicle parked in Paid Parking Areas, number of minutes between logging of parking violation and immobilisation of vehicle.	10	1
For unpaid vehicle parked in Paid Parking Areas, number of minutes between payment of Parking Fine by User and removal of immobilisation device.	20	1
Customer service		
Average days taken to process registrations.	2	− 50
Average days taken to respond to customer complaints.	1	− 10
Average number of minutes taken to answer customer calls.	2	− 10
Combined number of minutes that the website is out of service.	20	− 100
Average days taken to award refunds.	7	− 10
Miscellaneous		
Unauthorised collection of fees or fines by Service Provider.	0	− 1,000
Unauthorised release of customer or system data.	0	− 1,000
Modifications of the design of road markings and signage	0	− 500

without prior authorisation from [IMPLEMENTING AGENCY] .		

7.10. Timeline

The Service Provider will be expected to meet the following timeline:

Task	Months after signing work order
Submit Parking Operating Manual for review.	1
Submit Parking Management Plans for review.	2
Submit beta website for review.	2
Install on-street signage and road markings.	3
Back office systems operational.	3
Website information and User Accounts operational.	3
Begin accepting applications for User Accounts.	3
Network of shops established for selling Parking Coupons.	3
Training and Testing Period.	4
All shops stocked with Parking Coupons.	4
Commencement Date.	5

8. Annex A. System specifications

8.1. Parking Operating Manual

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

> Parking design
>> Procedures for determining parking and no-parking areas.
>> Surveys to inform the definition of Paid Parking Block Faces and Unpaid Parking Block Faces.
> Customer information
>> System logo, slogan, and other branding elements.
>> Guidelines for the placement of static and dynamic signage.
>> Signage design, including specifications for layout, colour and typeface.
>> Specifications for pavement and curb markings, including layout, colour, and typeface.
> Fee collection procedures.
> Enforcement procedures.
> Maintenance procedures for on-street elements and other equipment.
> IT system and communication protocols.
> Data security.

8.2. Parking Management Plans

The Service Provider will prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Service Provider. For Block Faces, the Parking Management Plan will incorporate the following:

> Clear designation of Parking Facilities and No-Parking Areas.
> The layout and orientation of parking slots, including the type of vehicle permitted.
> Applicable Parking Fee.
> The location and type of static and dynamic signage to be installed.
> The location of shops where parking coupons will be sold.

For Parking Lots, the Parking Management Plan will incorporate the following:

> The layout and orientation of parking slots, including the type of vehicle permitted.
> Applicable Parking Fee.
> The location and type of static and dynamic signage to be installed.
> The location of shops where parking coupons will be sold.

The Parking Management Plans will include maps and plans in GIS format with the preceding details.

8.3. Road markings and signage

The Service Provider will provide and maintain clear static road markings and signage at each Block Face or Parking Lot with the following information:

> Where parking is allowed and not allowed.

What type of vehicle may park.

Permitted parking arrangements (e.g. perpendicular vs. parallel).

Applicable parking fees.

An identification number (used when paying parking fees).

Specific time slots, if the zone is not an all day parking slot.

In the case of Block Faces, road markings will be displayed continuously for the length of the Block Face and 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.

8.4.   User Accounts

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

Ability to open an account online, through a smartphone app, or at a customer service kiosk.

Required data to open an account include the user's name, address, mobile number, and vehicle license plate number(s).

Ability to recharge the account using Coupons, online, or through smart phone application.

8.5.   Coupon distribution network

The Service Provider will develop a network of local shops where parking Coupons are sold. The shops will have the following capabilities:

Ability to sell parking coupons of various denominations with a unique identification number revealed only after the card has been purchased (e.g. through a scratch-off system or equivalent method).

Clear external and internal signage indicating that parking coupons are sold.

Open at all times that a Parking Fee is applicable in the nearby Paid Parking Block Faces or Lots.

8.6.   Fee payment system

The Service Provider 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:

Register the beginning and end of a Parking Event through a text message or through a smartphone application.

Send an alert when the duration of the Parking Event is about to exceed the user's balance.

Send a response/confirmation message for all user actions.

Handle transactions by users with User Accounts as well as users with Parking Coupons.

Have the ability to differentiate charges based on:

Type of vehicle.

Duration of the Parking Event.

Location.

Time of day.

The Service Provider will not carry out direct cash collection from Users.

8.7. Entry control system for off-street lots

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

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

The Service Provider may establish kiosks at off-street parking locations to sell parking Coupons. However, the Service Provider will not carry out direct cash collection from Users.

8.8. Third party integration

The Service Provider should adequate possibility for integration within existing online payment instruments like bank payment accounts and allow for the integration of User Accounts with a common transport payment system in the future..

The application should provide an API manual for third party applications to integrate with the parking system.

8.9. Enforcement system

The Service Provider will operate enforcement activities as follows:

Conduct period random checks of a sample of vehicles in all Paid Parking Lots and Paid Block Faces to determine the vehicles are paid or unpaid. The checks should be carried out at least every 40 minutes and 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 and license plate number.

Install vehicle detection sensors for all car Parking Slots along Paid Parking Block Faces and Parking Lots to track and monitor the arrival and departure of every vehicle that parks in a designated Parking Slot and send real-time information to the enforcement system on such Parking Events.

The Service Provider will procure and operate immobilisation devices for cars, two wheelers, autorickshaws, and other common vehicle types found in the Service Provider's Zones.

If a vehicle in a Paid Parking Lot or Paid Block Face is found to be unpaid, the System will immediately record the violation in the IT system and place a fine on the vehicle record. The Service Provider will take photos to document the location and license plate of the vehicle. The Service Provider will immobilise the vehicle and the System will alert the vehicle user by text message or through a smartphone application. Recording of the violation and immobilisation will occur after a grace period after the time of observation specified by [IMPLEMENTING AGENCY] . 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 immobilisation device will be removed after the fine has been cleared or control of the vehicle has been transferred to a concerned authority. Removal of the immobilisation device ends the Parking Event.

Users may pay Fines online or with prepaid coupons. The Service Provider will not collect payments for Fines at any other locations.

The system must record and archive images of all parking violations.

8.10. IT system and Control Centre

The Service Provider will operate a Control Centre with the capability to provide summary reports and real-time information to [IMPLEMENTING AGENCY] including but not limited to the following:

Number of vehicles parked on each Block and in each Zone

Details for each Parking Event:
- Vehicle license plate number
- Vehicle type
- User ID
- Start time
- End time
- Location (zone, facility/block number)
- Applicable Fees
- Payment status
- Applicable Fines

Details on enforcement for the activities of all enforcement staff:
- Assigned itinerary
- Actual path taken
- Details of vehicles checked
- Details of vehicles immobilised

The Control Centre will serve as a single point of contact for [IMPLEMENTING AGENCY] to communicate with the Service Provider as and when needed.

8.11. Website

The Service Provider will create a website with the following functionality:

Displays real-time occupancy at all on- and-off-street paid parking locations covered under the System.

Displays current information on parking fee levels on all streets covered under the System.

Displays a map of shops where parking coupons are available.

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.

Available in [LANGUAGE] and English.

Displays real-time fines issued and collected.

The website should have an uptime as described in the Service Provider incentives.

8.12. Smartphone application

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

Displays real-time occupancy at all on- and-off-street paid parking locations covered under the System and specific parking areas near the user's location.
Displays current information on parking fee levels on all streets covered under the System.
Displays a map of shops where parking coupons are available.
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.
Available in [LANGUAGE] and English.
Displays real-time fines issued and collected.
Responsive interface to facilitate use on a wide range of devices with different sizes.

8.13. 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 and IT systems. The marketing campaign must comprise but is not limited to the following:

Information on the System website:
> How to use the parking system, including user accounts, parking coupons, fee payment, and fine payment.
> A regularly updated blog with news about fee structures, changes in parking rules,
Facebook page with regular updates about the system, user tips, photos, and other information.
Twitter feed with regular updates.
Regular press interactions to disseminate information on System features and benefits.
Launch phase for three months starting on the Commencement Date including:
> Marketing events and temporary customer service kiosks at popular on-street parking locations.
> Membership drive to encourage people to set up User Accounts.
> Outreach to business associations, resident welfare associations, and other local stakeholders.
> Advertisements on the radio and print media.

9. Annex B. Format for letter of application

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date: _____

To,

_____
[CITY] City Municipal Corporation
_____
[CITY]

Sir,

Being duly authorized to represent and act on behalf of _____ (here-inafter "the Bidder"), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. _____, the undersigned hereby applies to be qualified by you as a Service Provider for the [CITY] Parking System.

Attached to this letter are certified copies of the following original documents:

> The applicant's legal status
> The applicant's principal place of business
> Documents evidencing the incorporation/registration of the firm, including place of incorporation
> Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
> All documents as specified in Technical Bid and RFP in respective envelopes.
> The EMD/Bid Security amount of Rs. 3,00,000 (Rs Three lakhs) vide DD no. _____ dated _____ of bank _____ drawn in favour of _____ and payable at [CITY].

The [IMPLEMENTING AGENCY] ([IMPLEMENTING AGENCY]) and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects thereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

This application is made in the full understanding that:

> Our bid and any information submitted for at the time of bidding will be subject to verification by [IMPLEMENTING AGENCY] .
> [IMPLEMENTING AGENCY] has reserved the right to:

Amend the scope of work for the Parking System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and

Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and

[IMPLEMENTING AGENCY] shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

We confirm that we agree with the terms and conditions provided in RFP/Technical Bid.

The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by [IMPLEMENTING AGENCY].

The Bid Purchase amount of Rs. 25,000/- (Rupees Twenty-five Thousand only) has been paid by us/ is enclosed by us along with this letter in the form vide DD number _____ dated-------------- of bank _____ drawn in favour of _____ and payable at [CITY] (in the event that the RFP has been downloaded in electronic form)

The undersigned declares that the statements made and the information provided in the application is complete, true and correct in every detail.

Signed,

[Name]

For and on behalf of [name of Bidder or Consortium/Joint venture]

10. Annex C. Format for general information

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

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation/registration	
Year of incorporation/registration	
No of employees	
Legal status of firm (company/partnership/proprietorship, etc.)	
Registration/incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
Ownership structure, business growth revenue details, staff details and/or capability statement.	
Management team	

Products/services offered	
Annual sales volume (in rupees)	
Major clients	
Business partners (and the services/products they offer	
History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time	
History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time	

11. Annex D. Format for eligibility

The Service Provider will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the requirements (outlined in Annex A). The form is to be submitted for each firm in case of consortium/joint venture.

11.1. Technical eligibility

Time Period	City	In IT-based Parking Systems operated by the Bidder, the number of user transactions during the specified time period	Does not meet requirements	Meets Requirements	Exceeds Requirements
01 January 2010 - 31 December 2010	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
01 January 2011 - 31 December 2011					
01 January 2012 - 31 December 2012					
01 January 2013 - 31 December 2013					

Time Period	City	In IT-based Parking Systems operated by the Bidder, the number of field staff employed during the specified time period	Does not meet requirements	Meets Requirements	Exceeds Requirements
01 January 2010 - 31 December 2010	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				

01 January 2011 - 31 December 2011						
01 January 2012 - 31 December 2012						
01 January 2013 - 31 December 2013						

The Service Provider will provide details of the below aspects of the Parking System to be supplied to [IMPLEMENTING AGENCY] in a separate document.

Category	Description	Does not Meet Requirements	Meets Requirements	Exceeds Requirements
IT system				
Software	Provide an overview of software, compatibilities and where it is used elsewhere. Discuss the proposed license plate recognition system in detail			
Payment gateways	Specify each payment gateway; accepted methods of payment; data security; time (delay) between payment and reflection in system			
Hardware	Describe the types of devices to be used by enforcement personnel in the field			
Control centre	Detail the real-time information flow including but not limited to the type, mechanism, security of the information and back-up mechanisms			
Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
Operations				

Fee collection	Describe User interaction for fee payment, including payment via User Accounts and Coupons			
Enforcement protocols	Describe the on-street protocols for identification of unauthorised parking and the operator's response through immobilisation. Describe the type of immobilisation device to be used for each type of vehicle.			
Maintenance	Describe preventative maintenance procedures for hardware and software.			
Overall staffing requirements and plan	Provide an organizational chart with staffing estimates; qualification requirements; specify part-time/full time employees. Include total jobs created.			
Customer information				
Website	Provide a site map			
Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
Marketing	Describe marketing capacity (in-house vs. outsourced), conventional and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			

11.2. Financial eligibility

Financial year	Turnover during the last three financial years (attach audited annual report and chartered accountant certificate)
Year 1	
Year 2	
Year 3	

Year 3 must be the most recent year for which an audited financial statement is available, and the three years must be consecutive.

12. Annex E. Format for financial bid

Service Charge (charge per hour of a car Parking Event) for operating the [CITY] Parking System	

[Signature]

[Company stamp]

13. Annex F. Formats for Power of Attorney and Memorandum of Understanding for consortium

13.1. *Power of Attorney*

Dated this _____ day of _____ 2013

Know all persons by these present that We, _____ and _____ (hereinafter collectively referred to "the consortium / joint venture") hereby appoint and authorize _____ as our attorney.

Whereas the [IMPLEMENTING AGENCY] ("[IMPLEMENTING AGENCY] ") has invited applications from interested parties for the [CITY] Parking System (hereinafter referred to as "the Project"),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to [IMPLEMENTING AGENCY] to follow up with [IMPLEMENTING AGENCY] and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____ 2013.

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

13.2. Memorandum of Understanding

Know all men by these present that we, _____ and _____ (herein after collectively referred to "the consortium / joint venture") for execution of tender.

Whereas the [IMPLEMENTING AGENCY] has invited tenders from the interested parties for the [CITY] Parking System.

Whereas the members of the consortium / joint venture are interested in bidding for the work of _____ in accordance with the terms and conditions of the RFP/tender.

This Consortium / Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as _____.

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender. _____ is the Lead Member of the Consortium.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

13.3. Notes

For the purposes of Memorandum of Understanding and Power of Attorney:

The agreements are to be executed by the all members in case of a Consortium.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

14. Annex G. Format for undertaking

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

Dated this _____ day of _____ 2014

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

15. Annex H. Format for Performance Guarantee

[On bank's letterhead with stamp]

To

[IMPLEMENTING AGENCY]
[CITY]

Know all persons by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto the [IMPLEMENTING AGENCY] (hereinafter called "the Owner") in the sum of Rs. _____ lakhs (Rupees _____ lakhs only) for which payment will be made to the said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of Acceptance No. _____ dated _____ has been issued by the Owner to _____ [Name of Service Provider] (Hereinafter called "the Service Provider") for execution of the [CITY] Parking System, and whereas the Service Provider is required to furnish a Bank Guarantee for the sum of Rs. _____ lakhs (Rupees _____ lakhs only) towards the Performance Guarantee for the said [CITY] Parking System, and whereas _____ [Name of Bank] has, at the request of the Service Provider, agreed to give this guarantee as hereinafter contained without demur, we agree as follows:

> That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Service Provider.
> That any account settled between the Owner and the Service Provider shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
> That this guarantee commences from the date hereof and shall remain in force for a period of 7 (seven) years and 90 days.
> That the expression 'the Service Provider' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

The Conditions on this obligation are:

> If the Service Provider fails or refuses to enter into the Service Provider Agreement within the time limit specified in the Letter of Acceptance.
> If the Service Provider fails to perform its obligations under the Service Provider Agreement to be entered into between the [IMPLEMENTING AGENCY] and the Service Provider pursuant to issuance of Letter of Acceptance by [IMPLEMENTING AGENCY] to Service Provider.

We undertake to immediately pay to the Owner in [CITY] the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, provided that in its demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions mentioned above and specifies the occurred condition or conditions.

[Signature of witness]

[Name of the witness]

[Address of the witness]

[Signature of the authorized officials of the bank]

[Name of the official]

[Name of the bank]

[Stamp of the bank]

16. Annex I. Parking Zones and Paid Parking Block Faces

<mark>Map to be attached</mark>

Zone	Length (m)	Approximate Paid Parking Slots (ECS)
Total	33,160	3,990