

INDORE SMART CITY DEVELOPMENT LIMITED



REQUEST FOR PROPOSAL

For

Selection of Concessionaire to Design, Develop, Implement,
Operate, Maintain and Transfer
Smart Multi-Level Parking for ISCDL on PPP basis in
Indore

Package 3

Govt. School, Bhoi Mohalla, Imli Bazar

01 /ISCDL/19-20, Dated 08/03/2019

Indore Smart City Development Limited

Nehru Park Campus, Indore – 452003

Ph. No.: 0731-2535572; E-mail: smartcityindore16@gmail.com

CIN: U75100MP2016SGC035528; Website: www.smartcityindore.org

Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer
Smart Multi-Level Mechanized Parking for ISCDL on PPP basis



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NIT No. 01 /ISCDL/19-20

Dated: 07/06/2019

Notice Inviting Tender

Indore Smart City Development Ltd. invites proposal from reputed organization for “Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Parking in Indore on PPP basis”. Interested eligible & experienced firms may submit their proposals on e-procurement portal i.e. www.mptenders.gov.in

Package	Location of the project	Estimated Project Cost	Cost of Tender Form	EMD	Completion Period
3	Parking at Govt. School, Bhoi Mohalla, Imli Bazar	Rs. 7.40 Cr.	Rs. 20,000	Rs. 7.40 Lakh	18 Months + 07 Years for (O&M)

Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	02/07/2019 till 1730 Hrs.
2.	Last date for submission of tender (Online)	02/07/2019 till 1730 Hrs.
3.	Technical bid opening (Online)	04/07/2019 at 1730 Hrs.
4.	Last date for Submission of Hard Copy of Technical Bid	04/07/2019 till 1730 Hrs.
5.	Prebid Meeting	18/06/2019 at 15:30 Hrs. at ISCDL Office Nehru Park, Indore

Note:

1. Tender Document and other details shall be available on: - Website- www.mptenders.gov.in and smartcityindore.org
2. Amendment to NIT, if any would be published on website www.mptenders.gov.in
3. The EMD shall be in the form of online payment using Debit Card/ Credit Card/ Net Banking or System Generated Challan on portal.

**Chief Executive Officer
Indore Smart City Development Limited**

DISCLAIMER

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

This RFP is not an agreement is neither an offer nor invitation by the Indore Smart City Development Limited, Indore (hereafter it will be referred as "**ISCDL**") to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflects the intentions of the Indore Smart City Development Ltd. in relation to the Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Parking for ISCDL on PPP basis.

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

The Indore Smart City Development Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

The Bidders shall bear all its costs associated with or relating to the preparation submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated in connection with or relating to its Proposal. All such costs expenses will remain with the Bidders the Indore Smart City Development Ltd. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Table of Contents - Summary Description

Vol-1 BIDDING PROCEDURES AND SCOPE OF WORK

Section 1 -Instructions to Bidders (ITB)-----

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section 2 -Bid Data Sheet (BDS) -----

This section consists of provisions that are specific to each stage of procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

Section 3 Evaluation and Qualification Criteria (EQC) -----

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section 4 Bidding Forms (BDF) -----

This Section contains the forms which are to be completed by the Bidder and submitted as part of their Bid.

Section 5 -Eligible Countries (ELC) -----

This section contains the list of eligible countries.

Section 6 -Employer's Requirements -----

This Section contains the Specifications, the Drawings, and supplementary information that describe the Scope of Services, the Personnel Requirements, Equipment Requirements and Detailed Technical Specifications of respective Items.

Vol-2 Draft Concession Agreement & Schedules -----

This Section contains the general clauses that govern the Concession Agreement. These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Section 1 - Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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Section 1 - Instructions to Bidders

A. General

- 1. Scope of Bid**

 - 1.1 In connection with the Invitation for Bids indicated (IFB) in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works and services as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the Competitive Bidding (Tender) are provided in the BDS.
 - 1.2 Throughout this Bidding Document:

 - (a) the term **"in writing"** means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) **"day"** means calendar day.
- 2. Source of Funds**

 - 2.1 The Employer indicated in the BDS has applied for or received Grant (hereinafter called **"grants"**) under the SMART CITY MISSION (hereinafter called **"SCM"**) or simply (**"Funds"**) toward the cost of the project named in the BDS.
- 3. Fraud and Corruption**

 - 3.1 In pursuance of anticorruption policy, Employer:

 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

 - (i) **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) **"fraudulent practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) **"collusive practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.
 - (vi) **"obstructive practice"** means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an EMPLOYER investigation; (b) making false statements to investigators in order to materially impede an Employer investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

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investigation, or (e) materially impeding Employer's contractual rights of audit or access to information.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will have the right to require that a provision be included in bidding documents and in contracts funded by Employer, requiring Bidders, suppliers and contractors to permit Employer or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Employer.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 1.15 and 15.6 of the Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (a) all partners shall be jointly and severally liable, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a

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- Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in more than one bid; or
- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.
- 4.4 Deleted
- 4.5 Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and that they (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
- B. Contents of Bidding Document**
- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Volume 1 & Volume 2, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- Vol I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
Section 2 - Bid Data Sheet (BDS)
Section 3 - Evaluation and Qualification Criteria (EQC)
Section 4 - Bidding Forms (BDF)
Section 5 - Eligible Countries (ELC)
Section 6 - Employer’s Requirements (ERQ)
- Vol II Draft Concession Agreement with Schedules**
- 6.2 Deleted
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for implementation of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to **attend a pre-bid meeting**, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be published on **website www.mptenders.gov.in** only and shall not be communicated individually/ separately in writing to whomsoever who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

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- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.
- The Bid shall comprise three envelopes submitted simultaneously, first envelope (**Envelope A**) shall consist of copy of online **EMD** payment receipt and Payment of the cost of Bid Document; Second Envelope (**Envelope B**) called the Technical Bid containing the documents listed in ITB 11.2 and the Third the Price Bid (**Envelope C**) containing the documents listed in ITB 11.3, All Three envelopes enclosed together in an outer single envelope.
- 11.2 The Earnest Money Deposit (**Envelope A - Online**) shall contain the following scanned copy of the documents:
- (a) Copy of online EMD payment receipt on bidder's company letter head;
 - (b) Payment of the cost of Bid Document
- 11.3 The Technical Bid (**Envelope B - Online**) shall containing the following scanned copy of the documents:
- (a) Letter of Technical Bid;
 - (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (c) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (d) Technical Proposal in accordance with ITB 16;
 - (e) Any other document required in the BDS.
- 11.4 The Price Bid (**Envelope C - Online**) shall contain the following scanned copy of the documents:
- (a) Letter of Price Bid;
 - (b) completed Price Bid i.e. financial offer, in accordance with ITB 12 and 14;
 - (c) Any other document required in the BDS.
- Note: Price bid comprising scanned copies of letter of price bid and completed price schedule and others as applicable shall be submitted online only at the web site www.mptenders.gov.in and shall be digitally signed. www.mptenders.gov.in is a website established by Government of MP for e-tendering purposes.

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- 11.5 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letters of Bid, and Schedules** 12.1 The Letters of Technical Bid and Price Bid, and the Schedules shall be prepared using the relevant forms furnished in **Section 4 (Bidding Forms)**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The bidder shall have to quote rates in format referred in Bid Data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- 14.2 Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct. The bidder shall have to quote rates inclusive of all duties, taxes (Excluding GST), royalties and other levies; and the Employer shall not be liable for the same.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so, indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- The Bidders are informed that with effect from 1st July 2017, GST is applicable on all contracts as per GOI notification.
- 15. Currencies of Bid and Payment** 15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.

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| 16. Documents Comprising the Technical Proposal | 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| 17. Documents Establishing the Qualifications of the Bidder | 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms) .
17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35. |
| 18. Period of Validity of Bids | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid. |
| 19. Bid Security/ EMD | 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.
19.2 Deleted
19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
a) The EMD shall be in the form of online payment using Debit Card/ Credit Card/ Internet Banking or System Generated Challan.
b) The bidder is advised to submit the copy of online payment receipt scanned on their company's letter head.
19.4 Any Bid not accompanied by a substantially compliant bid security or bid securing declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or |

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(b) if the successful Bidder fails to:

- (i) *sign the Contract in accordance with ITB 41; or*
- (ii) *furnish a performance security in accordance with ITB 42;*

19.8 The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Technical Bid and the Price Bid comprising the Bid as described in ITB 11.

20.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21. Submission of Bids

21.1 The bidder is required to submit online bid duly signed digitally, and Envelope "A" in physical form also at the place prescribed in the Bid Data Sheet.

21.2 The inner and outer envelopes shall:

Envelope 'A' shall be opened first **online** at the time and date notified and its contents shall be checked. In cases where **Envelope 'A'** does not contain all requisite documents, such bid shall be treated as nonresponsive, and **Envelope "B" and/or "C"** of such bid shall not be opened.

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with BDS 22.1; and

(c) bear the specific identification of this bidding process indicated in the BDS 1.1.;

21.3 Wherever **Envelope 'B'** (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified, in accordance with ITB Sub-Clause 25.1. The bidder shall have freedom to witness opening of the Envelope 'B'. Envelope 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope 'B') shall not be opened.

21.4 **Envelope 'C'** (Financial Bid) of the qualified bidders shall be opened **online** only at the time & date notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**, in accordance with ITB Sub-Clause 25.7. After opening **Envelope 'C'** all responsive bids shall be compared to determine the highest evaluated bid.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. Employer reserves the right to verify original copies of scanned documents uploaded by bidders.

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Employer may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form.

21.6 Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

As Government of Madhya Pradesh has decided to switch over to <https://mptenders.gov.in/nicgep/app> for all electronic tendering requirements, all Bidders/Contractors/ Suppliers are requested to register and enroll in this portal by clicking the link Online Bidder Enrolment on right hand side of the portal.

2. Digital Certificate:

Digital Signature Certificates (DSC) are the digital equivalent (that is electronic format) of physical or paper certificates. Examples of physical certificates are drivers' licenses, passports or membership cards. Certificates serve as a proof of identity of an individual for a certain purpose; for example, a driver's license identifies someone who can legally drive in a particular country. Likewise, a digital certificate can be presented electronically to prove your identity, to access information or services on the Internet or to sign certain documents digitally.

Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

The different types of Digital Signature Certificates are:

Class 2: Here, the identity of a person is verified against a trusted, pre-verified database.

Class 3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his/ her identity.

DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal.

The cost of obtaining a digital signature certificate may vary as there are many entities issuing DSCs and their charges may differ. The approximate cost could vary between ₹ 2000 to ₹ 3000 depending on the number of years for which it is issued.

It is mandatory to have a valid digital signature certificate for e-filing the forms on e-Tendering portal. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet

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Connectivity, Utilities, Fonts, etc. The details are available at <https://mptenders.gov.in/nicgep/app>

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department.

5. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

- i. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnTrustline/ SafeScript/TCS.
- ii. Bidder then logs into the portal giving user id/ password chosen during enrolment.
- iii. The e-token that is registered should be used by the bidder and should not be misused by others.
- iv. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- v. For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.
- vi. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- vii. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- viii. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- ix. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- x. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

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- xi. Bidder should arrange for the EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- xii. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- xiii. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xiv. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xv. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- xvii. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xviii. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xix. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- xx. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- xxi. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xxii. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- xxiii. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this

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portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

- xxiv. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- xxv. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
- xxvi. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Note:

- i. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- ii. ISCDL shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- iii. In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- iv. ISCDL reserves the right for extension of due date of opening of technical bid.

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| 22. Deadline for Submission of Bids | 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS . |
| | 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 23. Late Bids | 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 24. Withdrawal, Substitution, and Modification of Bids | 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: <ul style="list-style-type: none">(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” “SUBSTITUTION” “MODIFICATION” and |

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(b) received by the Employer no later than the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids online at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Electronic bid opening procedures is permitted in accordance with ITB 21.1/21.6, shall be as specified in the BDS.

25.2 First, envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 Second, outer envelopes marked "**SUBSTITUTION**" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "**MODIFICATION**" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security or Bid Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the **BDS**, all pages of the Letter of Technical Bid are to be initialled by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the

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record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 **Envelope C** (Financial Bid) of the qualified bidders shall be opened online only at the time & date notified. The bidder shall have freedom to witness opening of the Envelope C.

Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialled by the bidder before uploading a scanned copy of the same on the website.

- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

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- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "**Deviation**" is a departure from the requirements specified in the Bidding Document;
 - (b) "**Reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "**Omission**" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) *affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or*
 - (ii) *limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or*
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial

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- nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Section 3 (Evaluation and Qualification Criteria)**.
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - (c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and
 - (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
- 33.2 If the Bidder that submitted the highest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Indian Rupee shall be used.
- 35. Margin of Preference**
- 35.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 36. Evaluation of Price Bids**
- 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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- 36.2 To evaluate the Price Bid, the Employer shall consider the following:
- (a) the bid price is priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount to Indian currency in accordance with ITB 34;
 - (e) adjustment for nonconformities in accordance with ITB 31.3;
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);
- 36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the highest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 If the Bid, which results in the highest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased (called as Additional Performance Security) at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 37. Comparison of Bids** 37.1 The Employer shall compare all substantially responsive Bids to determine the highest evaluated bid, in accordance with ITB 36.2.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- F. Award of Contract**
- 39. Award Criteria** 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the highest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted by issuing a '**Letter of Acceptance**' (LOA).
- 40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will not publish the results of the bidding process in any of the newspapers. However, since the process adopted by the employer is online through website (www.mptenders.gov.in), the results identifying the following information:
- i. name of each Bidder who submitted a Bid;
 - ii. bid prices as at bid opening; and

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- iii. name of the winning Bidder, and the price it offered.
Unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall respond in writing to any unsuccessful Bidder who, after contract award, requests a debriefing.
- 40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41. Signing of Contract**
- 41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within thirty (30) days of receipt of the Concession Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41.3 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 42. Performance Security**
- 42.1 Within thirty (30) days of the receipt of LOA from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in **Vol. 2 Draft Concession Agreement, Article 3 & Schedule F**), or another form acceptable to the Employer.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration.

Section 2

Bid Data Sheet

Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1, Instructions to Bidders.

A. General

ITB 1.1	The number of the invitation for Bids is: 01 /ISCDL/19-20, dated
ITB 1.1	The Employer is: Indore Smart City Development Limited
ITB 1.1	Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Parking for ISCDL on PPP basis in Indore. Package-3 Parking at Govt. School, Bhoi Mohalla, Imli Bazar
ITB 2.1	Sources of Fund - Smart City Mission
ITB 4.1	<p>a. JV/Consortium is allowed. Maximum 3 Partners.</p> <p>b. Shareholding in JV/Consortium shall be as follows</p> <p>(i) <i>The Lead Partner must meet at least 51% requirement of technical and financial eligibility criteria required for the bid.</i></p> <p>(ii) <i>The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.</i></p>

B. Contents of Bidding Documents

ITB 6.1	<p>Add following at end of para 6.1:</p> <p>The Bidding Document is in Two Parts.</p> <p>Vol 1: Request for Proposal: Section 1 to 6</p> <p>Vol 2: Draft Concession Agreement with Schedules</p>
ITB 6.2	The Bidding Document, its addenda, Prebid clarification and other documents and information arising out of or related to the requirements of the Bidding Document will be posted on M.P. Government tendering website www.mptenders.gov.in . Information shall be displayed online only.
ITB 7.1	<p>For clarification purpose only, the Employer's address is:</p> <p>The Chief Executive Officer, Indore Smart City Development Limited, Nehru Park Campus, Indore – 452003 E-mail: smartcityindore16@gmail.com</p>
ITB 7.4	<p>A pre-bid meeting shall take place at the following date, time, and location:</p> <p>Date: 16/06/2019, Time: 15:30 Hrs.</p> <p>Place: Indore Smart City Office, Nehru Park, Indore</p> <p><i>Bidders are advised to either attend the pre-bid meeting or send their queries by e-mail to smartcityindore16@gmail.com, There will be no online pre-bid meeting.</i></p>
ITB 8.2	<p>Add the following at end of ITB 8.2:</p> <p>Clarification to Bidder's queries and amendment will be notified either through e-mail or posting on web sites www.mptenders.gov.in in e-bidding process, it is not possible to have correspondence in writing with all the bidders who may have</p>

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	downloaded the bid documents; Bidders are informed to check the portal (www.mptenders.gov.in) at regular intervals for any amendments to the Bid document. Employer will not be responsible, if bidder did not download any addendum from the website.
--	--

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative time for completion shall not be permitted.
ITB 13.4	Alternative technical solutions for the parts of the Works: As per Concept Design and Business Plan subject to prior approval from the Authority.
ITB 15.1	The unit rate and the prices shall be quoted by the bidder in Indian Rupees (INR) only.
ITB 18.1	The bid validity period shall be 180 (One Hundred Eighty) days .
ITB 19.1	The Bid Security/ EMD shall be in the form of online payment using Debit Card/ Credit Card/ Internet Banking or System Generated Challan. Bid securing declaration shall not be accepted. Amount and currency of bid security shall be: INR 10.00 Lakh as a part of the bid in its original form.
ITB 19.3	The bid security shall be paid as mentioned in ITB 19.1. Proof of Bid Security shall be submitted online as scan copy as well as in hard copy in Envelope-A.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of attorney

D. Submission and Opening of Bids

ITB 21.1/ 21.6	Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: “E-Tendering” means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency, as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box except asked otherwise.
ITB 22.1	Replace ITB 22.1 with the following: Bids shall be submitted electronically on website www.mptenders.gov.in as per key dates. Bid opening date specified in the e-Procurement site shall be taken as the final date . Employer reserves the right to open bids on or after the announced bid opening date and time specified in the website. Bid submission and bid opening timelines will be defined as per the e-tendering server clock only.
ITB 25.1	Delete ITB 25.1, 25.2, 25.3, 25.4 and 25.5 and replace with the following: - 1. Bids are opened online as well as in hard copies in the presence of authorized representative whosoever intend to be present. Envelope-A shall be opened first and on fulfilments of the requirements as per Envelope-A the Envelope-

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	<p>B shall be opened of the tenders.</p> <p>2. The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>3. The Price Bids Envelope-C submitted online will remain unopened in the www.mptenders.gov.in website and will remain encrypted, until the specified time of its opening.</p> <p>4. Bid opening date, to be intimated to the Technically Qualified Bidders, shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the website: www.mptenders.gov.in</p>
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E. Evaluation and Comparison of Bids

ITB 27.1	<p>Add the following at the end of ITB 27.1: -</p> <p>Communication during bid evaluation for the purpose of clarification will be done electronically (online) if required or through the email.</p>
ITB 36	<p>1. In addition to the criteria listed in ITB 36.2 (a) – (e), The Bidder who offers the Highest Revenue from Parking Fees, Advertisement Rights and from rentals of 3 shops and roof-top facility during concession period. Grant is fixed which is equal to the Estimated Project Cost.</p> <p>2. In the event that two or more Bidders shares the equal revenue, the Bidder with highest technical score shall be identified as the Successful Bidder.</p> <p>3. In the event that the Highest Ranked Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite the Bidder with next highest in terms of sharing of revenue for consideration as Successful Bidder.</p>
ITB 40.1	<p>Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted by issuing a ‘Letter of Acceptance’ (LOA). Indore Smart City Development Limited will issue Letter of Award to successful bidder.</p>
ITB 41.2	<p>Within thirty (30) days of receipt of the Concession Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>

Section 3 - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 36, no other methods, criteria and factors shall be used. Employer requires bidders to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. It will therefore be necessary to ensure that a bidder's risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements (other than mandatory experts manpower requirements) described in Section 6 (Employer's Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award. However, noncompliance with mandatory experts Manpower described in Section 6 result in to bid rejection.

Bidder shall have to make Presentation of Concept Design and Approach & Methodology for handling project during the Technical Qualification Statge.

1.2 Multiple Contracts

Not Applicable

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

NOT PERMITTED.

1.4 Operating and Maintenance Costs:

Should be all inclusive in the proposed price bid.

1.5 Technical Alternatives

Technical alternatives , if permitted under ITB 13.4, will be evaluated as follows:

PERMITTED.

1.6 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.7 Domestic Preference

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows:

Not Applicable

1.8 Evaluation of Price Bids

1. For the Price Bid, an excel sheet is uploaded on the website which is formula driven and password protected and bidders are instructed to upload the same as their Financial Bid. The Bidder who quotes the lowest grant on a Fixed Revenue from Parking Fees, Advertisement Rights and from rentals of 3 shops and roof-top facility as per approved drawing during concession period. The revenue is Fixed, which is Rs. 60 Lakh per annum for the first three (3) year thereafter 10% increase will be applicable every 3 years. Bidders are requested not to fill any cost in the www.mptenders.gov.in portal as it will be considered as invalid.

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2. Price Bid format to be filled up and uploaded online as per ITB 11.3. Hard Copy of the Price Bid should not be submitted with the technical proposal. Price Bid shall be submitted in the attached excel sheets.

Financial Proposal/ Price Bid Format
(to be submitted online only).

Year No.	Revenue Share (Rs.)	NPV factor @10% discounting factor	Present Value (Rs.)
	A	B	A*B
1.		1.000	
2.		0.9091	
3.		0.8264	
4.		0.7513	
5.		0.6830	
6.		0.6209	
7.		0.5645	
Net Present Value (in Rs.)			<Sum of above>
Net Present Value in words (Rupees..... only)			

* Year-on-year change should be proportionate and should commensurate with the first year's Revenue Share. Each Bidder must fill each unlocked cell. Rest of the calculations shall be done automatically.

The Bidder who offers the Highest Revenue from Parking Fees, Advertisement Rights and from rentals of 3 shops and roof-top facility during concession period. Grant is fixed which is equal to the Estimated Project Cost.

Note:

- For comparison of the Financial Bids of different bidders, Total NPV @ Discount Rate of 10% p.a. shall be computed.
- The Concessionaire is free to adopt whichever technology so long as it is meeting the RFP requirements and it is as per the specification provided in RFP. The grant is fixed for the implementation period as given in Article 9 - PAYMENT OF PROJECT COST. Bidder has to consider this while making their Price Bid.
- Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, the Authority retains the right to open his Financial Bid and award the Project
- The Successful Bidder shall bear the professional fees charges for getting structural safety certificates at different stages of construction as per Authority's requirements and quality certification of final Project.
- The Concessionaire shall design Financial Model.
- For any additional items of works as per requirement of the Authority, which is beyond the scope of work of the Concession Agreement, will have to be executed by the Concessionaire and payment of such works will be compensated as per the approved rate analysis with mutual agreement.

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2. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Nationality in accordance with ITB Sub-clause 4.2.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet; Forms ELI - 1 and ELI - 2
No conflicts of interest in accordance with ITB Sub-clause 4.3	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet
Not having been declared ineligible, as described in ITB Sub-clause 4.4	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet
Bidder required to meet conditions of ITB Sub-clause 4.5	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet; Forms ELI - 1 and ELI - 2
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Sub-clause 4.7	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet

2.2 Pending Litigation

Pending Litigation Criterion shall apply as per table given below in 2.2.1:

2.2.1 Pending Litigation and Arbitration

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 10% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	Not Applicable	must meet requirement by itself or as partner to past or existing Joint Venture	Not Applicable	Form LIT – 1

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2.3 Financial Requirements

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 years (FY 2015-16, 2016-17, 2017-18 or as per International practice) to demonstrate the current soundness of the Bidder's financial position.	must meet requirement	must meet requirement	Jointly or severally must meet the requirement	not applicable	Form FIN - 1 with attachments
Sole Bidder's or Lead Bidder's in case of JV/ Consortium net worth for the last three years as per audit balance sheet calculated as the difference between total assets and total liabilities should be at least 25% of the Estimated Project Cost .					
Bidding capacity – as per $(A*N*2) - B$ should be equal to that of the Project Cost.					Fin 6

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2.3.2 Average Annual Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The Lead Bidder or Consortium/ JV should have Average Annual Turnover of 50% of the Estimated Project Cost from any nature of works during the last three financial years FY 2015-16, 2016-17, 2017-18 (as per the last published audited balance sheets)</p> <p>Turnover should be calculated as total payments received by the Bidder for contracts completed or under execution.</p>	must meet requirement	must meet requirement	Jointly or severally must meet the requirement	Not Applicable	Form FIN – 2

2.3.3 Financial Resources Requirement

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets,¹ lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement indicated in Form FIN-4.</p>	must meet requirement	must meet requirement	Jointly or severally must meet the requirement	must meet 51 percent of the requirement	Form FIN – 3 & FIN – 4

¹ *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.*

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2.4 Bidder's Experience

Bidder or Bidder's Parent Companies, Subsidiaries, Special Purpose Vehicle (SPV) or Affiliates, must satisfy the qualification criteria described below:

2.4.1 Contracts of any Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall have been in existence (incorporated/registered) on or before 1st April 2014 from any sector; and a. Should have completed at least three (3) works each costing not less than 20% of the estimated cost. Or b. Should have completed at least two (2) works each costing not less than 30% of the estimated cost. Or c. Should have completed at least one (1) work each costing not less than 50% of the estimated cost.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

*substantially completed means (i) the contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or (ii) contractor has completed and commissioned **any nature** of works at least for the amount required for qualification, out of large size contract.

The Bidder shall enclose with its Bid, to be submitted the following:

- (i) Certificate(s) from its statutory auditors specifying the annual turnover from business of the Sole Bidder or JV Partner, as at the close of the preceding three financial years (i.e. 2015-2016, 2016-2017 and 2017-2018).
- (ii) Certificate(s) from its statutory auditors specifying the net-worth of the Consortium Member as at the close of the preceding financial year (applicable in case the Bidder is a Consortium).

Note:

- (i) Work Order/ Work Completion Certificate (duly signed by the Power of Attorney holder for signing the bid).
- (ii) Experience of the bidder earned by him as the JV/ Consortium partner or subsidiary or SPV will be considered only if bidder was holding majority (51% or more) share in JV/Consortium or in subsidiary or in SPV.

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2.4.2 Experience in Key Activities

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum experience in the following key activities:	must meet requirements	Jointly & Severally	Must meet 1 key Activities	not applicable	Form EXP - 2
i. Must have experience of Construction/ Fabrication works. ii. The Lead Bidder or Consortium/ JV should have experience of Developing or Operating IT-Based Parking Systems over the previous Five years.					

Note:

- Experience of the bidder earned by him as the JV partner will be considered to the limit of its share in the completed works shown in that JV or consortium agreement. Bidders should give adequate graphical evidence of compliance.

Section 4 - Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

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Letter of Technical Bid

Ref No.: ____

Date:

To:

The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e).
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by Employer, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5; *
- (i) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer’s Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (k) In case we are determined as substantially responsive and highest evaluated bidder, we undertake to form a company under Companies Act 2013 within 30 days time of receipt of letter of acceptance (applicable for JV bidder only)

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

* Use one of the two options as appropriate.

Letter of Price Bid

Ref No.: ____

Date:

To
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;

We, the undersigned, declare that:

- i. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- ii. We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works:
- iii. Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- iv. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- v. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- vi. We understand that you are not bound to accept the highest evaluated bid or any other bid that you may receive.
- vii. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

* *If none has been paid or is to be paid, indicate "none".*

Bid Security

Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: *Name and Address of Employer*

Date:

Bid Security No.:

We have been informed that *name of the Bidder*. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *name of contract* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *name of Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... *Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document.

¹*Or 758 as applicable.*

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Implementation Schedule

Others

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Personnel

Form PER – 1: Proposed Personal

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
etc.	Title of position*
	Name

*As listed in Section 6 (Employer's Requirements).

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Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

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Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV / Consortium, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV/Consortium named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV / Consortium agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

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Form ELI - 2: JV/Consortium Information Sheet

Each member of a JV and Specialist Subcontractor must fill in this form

JV / Consortium/ Specialist Subcontractor Information	
Bidder's legal name	
JV / Consortium Partner's or Specialist Subcontractor's legal name	
JV / Consortium Partner's or Specialist Subcontractor's country of constitution	
JV / Consortium Partner's or Specialist Subcontractor's year of constitution	
JV / Consortium Partner's or Specialist Subcontractor's legal address in country of constitution	
JV / Consortium Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned enterprises, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.

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Form LIT –1: Pending Litigation and Arbitration

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Pending Litigation and Arbitration			
<input type="checkbox"/> No pending litigation and arbitration. <input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

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Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture / Consortium, each Joint Venture / Consortium Partner must fill out this form separately and provide the Joint Venture / Consortium Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous 3 Years [INR Equivalent]		
Year 1: 2015-16	Year 2: 2016-17	Year3: 2017-18

Information from Balance Sheet

Total Assets		
Total Liabilities		
Net Worth		
Current Assets		
Current Liabilities		
Most Recent working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.

Information from Income Statement

Total Revenues		
Profits Before Taxes		
Profits After Taxes		
Return on investment (ratio of annual profit before taxes and the net worth of previous year)		

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a JV / Consortium in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

In case of a Joint Venture/ Consortium, each Joint Venture Partner must fill out this form separately and provide the Joint Venture / Consortium Partner's name below:

Joint Venture Partner: _____

	Annual Turnover Data for the Last 3 Years		
	Year 1: 2015-16	Year 2: 2016-17	Year3: 2017-18
Lead Bidder			
Partner 1			
Partner 2			
Average Annual Turnover			

Note:

To determine the average annual turnover, the employer shall divide the sum of each year's annual turnover by the number of years, for which such information was requested. Bidders must provide certificate from Statutory Auditor/ CA.

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Form FIN - 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin-4.

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1	Working Capital (to be taken from FIN -1)	
2	Credit Line	
3	Other Financial Resources	
	Total Available Financial Resources	

¹ Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

Note:

- i. The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project (**in format FIN 5**) if applicable for its declared availability of financial resources.
- ii. Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments

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Form FIN- 4: Financial Resources Requirement

Bidder (or each JV/ Consortium partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of:

- i. the Bidder's (or each JV/ Consortium partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and
- ii. financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Current Contract Commitments						
No .	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ²	Remaining Contract Period in months (Y) ¹	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments ³						INR.....
B. Financial Resources Requirement for Subject Contract *						INR
Financial Resources Requirement (Sum of X/Y)						INR.....

¹ Remaining contract period to be calculated from 28 days prior to bid submission deadline.

² Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

³ Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

$$\frac{\text{Estimated Capital Cost (Inclusive of Taxes and Duties)}}{\text{Completion Period in Months}}$$

*financial resources requirement for the subject contract shall be based on the following calculation:

$$3 \times \text{Estimated Capital Cost (Inclusive of Taxes and Duties)} / \text{Completion Period in Months}$$

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Form FIN – 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources

(Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of CCC \geq Requirement for the Subject Contract” must be satisfied to qualify.

Form FIN – 5A: For Single Entities

For single Entities	Total Available Financial Resources	Total Monthly Financial Requirement for current contract commitment (CCC) from FIN – 4	Available Financial Resources Net of CCC	Requirement for the subject Contract	Results: Yes or NO [D must be greater than or equal to E]
(A)	(B)	(C)	$D = (B - C)$	(E)	(F)
Name of Bidder				INR -----	

Form FIN – 5B: For Joint Ventures

For single Entities	Total Available Financial Resources	Total Monthly Financial Requirement for current contract commitment (CCC) from FIN – 4	Available Financial Resources Net of CCC	Requirement for the subject Contract	Results: Yes or NO [D must be greater than or equal to E]
(A)	(B)	(C)	$D = (B - C)$	(E)	(F)
One Partner				INR -----	
Name of Partner					
Each Partner					
Name of Partner 1					
Name of Partner 2					
All Partners Combined	Sum of Available Financial Resources Net of CCC for all Partners		$\sum D =$		

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Form FIN -5C: Sample Form for assured Revolving line of credit facility

(To be submitted by a Reputed Bank on the Bank's Letterhead)

Date: *(Insert Date)*

To:
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;
Website: www.smartcityindore.org

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS _____ [*name and address of Bidder*]
(hereinafter called the "Bidder") intends to submit a bid for----- (name of contract package)-----" under the Indore Smart City Development Limited (ISCDL) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the ISCDL through NIT no. ----
-----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [*name of Bank*] of _____ [*name of Country*] having our registered office at _____ [*address of registered office*] are willing to provide to _____ (the Bidder) a sum of up to _____ [*amount of guarantee in figures and words*] as an assured revolving line of credit for executing the Works under ----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2019.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

Note: *This is a suggested format that can be used by the bidders and not a mandatory requirement to be used against the bidder during evaluation.*

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Form FIN -6: Available Bidding Capacity Information and declaration

(To be submitted by bidder through affidavit as explained)

The bidder should have a minimum available bidding capacity of 100 % of the estimated project cost.

The available bidding capacity shall be worked out by the following formula

$$\text{Bidding Capacity} = (A * N * 2) - B$$

where,

A= Maximum value of works executed in any one year during the last 5 financial years

N = Number of years prescribed for completion of works for which bids has been invited).

B= Value at current price level of existing commitments and ongoing works to be completed during the next XX years (period of completion of work for which bids have been invited). Bidders will give a calculation for the same.

Bidders should also submit an affidavit on non-judicial stamp paper of Rs. 100/- in original confirming that the details of all such works have been provided either being executed in their name or being executed as joint venture within India or abroad (bidder's share). In case of any concealment of information, the bidder's bid will be rejected. Please note that the affidavit as mentioned above should be duly notarized and submitted along with the bid.

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Form EXP – 1: Contracts of any Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No.of. .	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	Equivalent INR -----		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.1 of Section 3			
Reference page No. of copy of work order completion certificate in support of above experience:			

Form EXP - 2: Bidder's Experience in Key Activities

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TECH 1: Draft format POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr./ Ms. S/o, D/o, W/o R/o ... (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of , and (please state the name and address of the Members of the Consortium) for submitting RFP for Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Parking for ISCDL on PPP basis (the "Project"), including signing and submission of all documents and providing information/ responses to Authority, representing us in all matters in connection with our bid for the said Project.

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

For
(Signature)
(Name, Title and Address)

Accept

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- i. To be executed by the Single Entity or the Lead Member in case of a Consortium.
- ii. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- iii. Also, wherever required, the executant(s) should submit for verification the certified 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 executant(s).

TECH 2: Draft format for Undertaking on Rescind/ Terminated contracts

Undertaking

(Bidder or each partner of JV / Consortium will submit separate undertaking in support of this requirement)

I/We ----- (name of bidder) (the Bidder/ JV/ Consortium partner of bidding entity) undertake and certify that not a single contract has been Rescind/ Terminated due to poor performance of our firm OR ----- number of contracts were Rescind/ Terminated due to poor performance of our firm out of -----number of contracts in hand of our firm during last 5 years up to bid submission date).

I/We -----(name of bidder) (the Bidder/ JV / Consortium partner of bidding entity) further undertake and certify that Rescind/ Terminated contracts due to poor performance of our firm are not more than 5% of contracts in hand during last 10 years (31st July, 2009 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

TECH 3: Draft Undertaking on Parent Company Guarantee

Name of Contract/ Contract No.: _____ Name and address of Employer: _____ (together with successors and assigns) We have been informed that _____ (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **parent company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we _____ (name of **parent company**) Irrevocably and unconditionally guarantee to you, as a primary obligation; (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor, is liable to the Employer under the Contract, this guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: _____	Signed by: _____
(signature)	(signature)
_____	_____
(name)	(name)
_____	_____
(position in parent company)	(position in parent company)

Date: _____

Note:
Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.

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TECH 4: Draft Undertaking on Subsidiary Company Guarantee

Name of Contract/Contract No. _____ Name and address of Employer: _____ (together with successors and assigns) We have been informed that _____ (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **Subsidiary Company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we _____ (name of **Subsidiary** company) Irrevocably and unconditionally guarantee to you, as a primary obligation;

- (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning;
- (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and
- (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: _____ Signed by: _____
(signature) (signature)

(name) (name)

(position in subsidiary company) (position in subsidiary company)

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Date: _____

Note:

Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.

TECH 5: Undertaking of no Deviations

We, ----- (the bidder) have submitted bid for the contract package of ----- . It is certified that we have read the bid document and have no reservation in accepting the provisions of bid document, contract conditions, scope and specification of works etc. We undertake that we have no deviation to the terms and conditions of the bid document, scope of works etc. At later date, if any deviation is observed, it shall stand withdrawn.

Signed by -----

On behalf of -----

TECH 6: Undertaking for deployment of Personnel and Equipment as per Contract Requirement

We, ----- (the bidder) have submitted bid for the contract package of ----- , We undertake that we will deploy the personnel and Equipment of required experience and qualification as per bid document provisions and work requirement during execution of works, if work is awarded to us.

Signed by -----

On behalf of -----

TECH 7: Draft Memorandum of Agreement (MOA) between Bidder and Sub-Contractor

Ref No.: -----

Date: _____

To:
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;

We, name of the Bidder. . . . (hereinafter called "the Bidder") intends to submit bid dated
. . . . (hereinafter called "the Bid") for the execution of name of contract under
Invitation for NIT No. ("the NIT").

According to qualification requirement provided in the bid document, bidder should have experience
in -----(name of key activity) ----- which, if not available with the bidder, could be met by
the sub-contractor. In such case a Memorandum of Agreement (MOA) with sub contractor is required
to be submitted with the bid.

To fulfil this qualification requirement, we, ----- (name of bidder) ----- and -----(name of sub-
contractor) ----- certify as under:

- (A) I/We ----- (name of sub-contractor) ----- certify that:
- (i) I/We have agreed to work as sub-contractor to the bidder M/s -----(name of bidder)
----- for the work of -----(name of key activity) -----on the terms and conditions
agreed between us.
 - (ii) I/We meet the above stated qualification requirement. Required document in support
of the qualification requirement are provided to the bidder for submission with the technical
bid.
 - (iii) I/We will execute the above work with full due diligence as per the Employer's
requirement and technical specifications provided in the bid document. I/We will be fully
responsible for execution of the said work/key activity.

(B) I/We -----(bidder)-----certify that I/We will get the above work executed through
the sub-contractor M/s ----- on the terms and conditions agreed between us.

This Memorandum of Agreement will be valid up to the completion of the key activity and expiry of
defect liability period, as applicable.

Signed by

Bidder M/s

Name: _____
In the capacity of: _____

Sub-contractor M/s

Name: _____
In the capacity of: _____

Signed _____
Date-----

Signed _____
Date-----

Duly authorized to sign for and on behalf of

Duly authorized to sign for and on behalf of

Note: - The maximum up to 25% of the total work can be sub-contracted with the approval of
Engineer-In-Charge.

TECH 8: Draft Format for Memorandum of Understanding for JOINT VENTURE

The parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/tender document initially and then tender and if successful for the execution of the works as an integrated joint venture. The parties are not, under this agreement, entering into any permanent partnership of Joint Venture to Tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either partly or wholly the agent of the other.

I. WITNESS

Whereas Indore Smart City Development Limited has invited tenders from intending bidders and ISCDL has permitted a group of firms forming a Joint Venture to eligible to be a bidder.

And

Whereas _____ the parties of Joint Venture are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of (Name of Project).

And

Whereas the parties of the first and second part reached understanding to submit pre-qualification application/ tender, if pre-qualified and to execute the contract if awarded.

This agreement witness as follows:

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any contract other than the specified above.
 - (b) That the operation of this Joint Venture firms, concerns and is confined to the work of (Name of Project).
 - (c) The name of the Joint Venture firm for convenience and continuity shall be.....
 - (d) The address of the Joint Venture for communication shall be as under-
 - (e) The Joint Venture shall jointly submit qualification criteria on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
 - (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.
- 1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and propose.
 - 2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarised Power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the Joint Venture.
- (i) The parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of

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Firm- A..... % Firm- B..... % Firm- C..... % Total 100%

(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their share. Each of the parties shall furnish its proportionate share in any bonds, guarantees; sureties required for the works as well its proportionate share in connection with the works. The share and participation of the partners in working capital and other financial requirements shall be in ratio as mentioned above.

II. Internal responsibilities and liabilities

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the Chief Executive Officer, Indore Smart City Development Limited, Nehru Park Campus, Indore – 452003 E-mail: smartcityindore16@gmail.com; (hereinafter called the **Authority**) for the whole work.
- (b) The parties specifically undertake to carry out their separate and full compliance with the contract with the Authority. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual party's area of responsibility and/or it has been caused due to acts and or omission of the concerned party.
- (c) The parties jointly & severally agree to replace, modify or repair any defect in their respective portions of works in accordance with the terms & condition of the contract with the Authority.
- (d) The parties jointly and severally indemnify and hold harmless to each other against any claim made by the Authority or any other third party for injury, damage loss or expenses is attributed to the breach/non-performance of his responsibilities by the indemnifying party in accordance with the agreements and/or contract with the Authority.
- (e) None of parties have joined in any other Joint Venture for the said works.

III. Responsibilities and liabilities of Joint Venture towards the Authority-

- (a) Parties hereto shall be jointly & severally liable & responsible for acts, deeds & things done or omitted (to be done) in respect of the execution of the contract & for any financial liabilities arising there from:
- (b) Parties hereto shall be jointly and severally responsible to the Authority for the execution of the works in accordance with the contract conditions:
- (c) Parties hereto shall jointly and severally indemnify to the Authority against any claim made by the Authority or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract, pursuant to the contract.

IV. Site Management (a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____ (Name of JV). The Project Manager shall be authorized to represent the JV on site in respect of matters arising under the contract. (b) The _____ (Name of the JV) shall be jointly & severally liable to the Authority for the execution of the contract commitment in respect of the works in accordance with contract conditions.

V. Termination of the agreement this agreement shall be terminated in the following circumstances:

- (a) The Authority awards the contract for the work to the other tenderer.
- (b) The Authority elaborates the cause of cancellation the work to award the contract.

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(c) On completion of the defect liability period as stipulated in the agreement of the works and all the liabilities thereof are liquidated.

VI. No partner has the right to assign any benefits, obligation or liability under agreement to any third party without prior written consent of the other partners as well as Authority.

VII. Financial Matter

1. Bank Account in the Name of the JV will be opened with any scheduled commercial or nationalized bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.
2. All the partners shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the JV firm as per the India Regulation Act and shall be closed at the end of every financial year ending 31stMarch. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date shall be prepared for the same, shall subject to audit by a Chartered Accountant.
3. None of the party shall be entitled to make any borrowing on behalf of the JV without prior written consent of all the other parties of JV.

VIII. Negotiation

Any negotiations agreement between the parties hereto and the Authority subsequent to the submission of the tender and prior to award shall take place only with the consent of each of the parties who shall be represented at such negotiation or agreement.

IX. Legal Jurisdiction

All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of Court at Indore.

X. Settlement of Disputes

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

XI. Insurance

- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the Authority.
- (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to their respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

XII. No change shall be made in this agreement without prior written consent of the Authority and other parties. However, if the Authority directs the parties to make changes in the agreement so as to fulfill tender conditions the parties shall discuss with Authority and mutually agree such changes required to be made in the agreement.

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- XIII. Default and withdrawals from the JV- In case that either party fails to observe the provision stipulated in this agreement withdraws from the Joint Venture, loss and/or expenses incurred by other party due to such default and/or withdrawals shall be fully compensated by the party who has defaulted.
- XIV. All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party.

In witness whereof, the parties have caused their duly authorized representative to sign below.

Witness

1. Signed for and on behalf of firm - A

2. Date: Seal Witness

1. Signed for and on behalf of firm - B

2. Date: Seal Witness

1. Signed for and on behalf of firm - C

2. Date: Seal Witness

|| AFFIDAVIT ||

(To be Contained in Envelope A)
(On Non- Judicial Stamp of Rs. 100)

I/We _____ who _____ is/are
_____ (status I the firm/ company) and competent for submission of the affidavit on behalf
of M/S _____ (contractor) do solemnly affirm on oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the
following information in bid documents which are being submitted in response to notice inviting e-
tender No. _____ for _____ [Name of work] dated ____ issued by the _____
[Name of the department]

I/we am/ are fully responsible for the correctness of following self-certified information/ documents
and certificates.

2. That are self-certified information given in the bid document is fully true and authentic
3. That:
 - i. Term deposit receipt deposited as earnest money, demand draft for cost of bid document
and other relevant documents provided by the bank are authentic
 - ii. Information regarding financial qualification and annual turnover is correct
 - iii. Information regarding various technical qualification is correct
4. No close relative of the undersigned and our firm / company is working in the department

OR

Following close relatives are working in the department.

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in
above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall reach at least one calendar day before opening of the
bid.

Section 5 - Eligible Countries

Single Entity / Lead Partner Nationality – India

JV Partner - Eligible Countries includes all countries unless barred by Govt. of India or Security Council of United Nations.

Section 6: Employers Requirement

INTRODUCTION

- a. It is proposed to construct a Smart Multi-Level/ Mechanised Parking Facility and Operation, Maintenance and Management of the same on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis in Indore. The same shall be available for the Project with “**Scope of Work**” as given below while complying with applicable laws, including but not limited to the local building by-laws:
 - (i) Construction of Smart Multi-Level/ Mechanised Parking within the allowed time period of 18 months for construction (“**Construction Period**”);
 - (ii) The Successful bidder shall Operate & Transfer the site after handholding to ISCDL Staff for a period of **Seven (07) Years** (“**Operations Period**”). The Successful Bidder shall share the revenue to the ISCDL during this period and he is allowed to recover the operations cost during the operations period.
 - (iii) Maintain Smart Multi-Level/ Mechanised Parking within the allowed time period of 07 Years (“**Maintenance Period**”) in accordance with the Original Equipment Manufacturer (OEM); **Both Operations period & Maintenance period shall be simultaneous.**
 - (iv) **Construction Period, Operations Period & Maintenance Period together shall be called as Concession Period.**
- b. The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the site of project shall continue to vest with the Authority or the relevant government agency or Government of Madhya Pradesh, as the case may be.
- c. The proposed site is considered suitable for development of Parking given its location, size and connectivity. Such development shall be subject to the Concessionaire obtaining the requisite approvals under the applicable law including the local building by-laws.
- d. The proposed site shall be licensed to the Successful Bidder for the purpose of development of the Project. The Concessionaire shall develop the Project and thereafter, operate and maintain it throughout the **Concession Period**. The act of granting permission to develop the Project at the Site and the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favour of the Concessionaire or any sub-licensee (s).
- e. At the end of the **Concession Period** the Project will be transferred back to the Authority, in accordance with the provision of **this Agreement** that will be executed in the format prescribed by the Authority.

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Employer's Technical Requirement for Smart Parking System	
Criteria	Remarks
Dismantling of Existing Structure	The dismantling shall be done by the Successful Bidder at their own cost. However, the contractor shall pay a sum of Rs. _____ for the valuable material found during dismantling.
Start-up Participation:	Any State Government/ Corporations, who are promoting Start-ups can participate in the tender, the technical eligibility criteria will be void for them however the financial criteria remain the same.
Parking Technology & Presentation:	Parking technology and specific details to the specification as required shall be submitted along with the Proposal.
Project Layout and Design:	The Bidder shall provide parking system's layout and design for major equipment under the Project Facility. The design shall commensurate with the minimum parking requirements as detailed in RFP and shall be submitted for the approval of the Authority.
Minimum Parking Requirements	Two-Wheeler 541 Nos
	Four-Wheeler 24 Nos
Life: Expected Life cycle of the System.	15 - 20 years
Plan of implementation:	The Bidders should provide their plan for implementation of the Project with suitable Bar/ Gantt Charts.
Resource allocation:	The Bidders should provide the plan for resource allocation for the Project viz. Plant and equipment to be deployed, personnel at site etc.
Time of Parking/ Retrieval Time (min/max) -	Time for Parking: 2 - 4 minutes. Time for Retrieval: 3 - 5 minutes.
Entry and Exit Area plan and design	Multiple Entry & Exit
Facility of 100% redundancy of system	Yes
Standby Power arrangement	Generators/ UPS
CAR Slot size	Use higher configuration motor and Lifts for SUV cars.
Allowable Car Dimensions:	1) Length: 5-5.5m 2) Width: 2-2.2m, 3) Height: 2-2.2 m & for SUV at Ground Floor – 2.4 m 4) Weight capacity: 2.5 -3.0 Tons
Bidder should provide Architectural layout and area allocated for each facility such as:	a) Parking arrangement b) Entry and Exit Area details for Parking Structure c) Other facilities, if any associated with parking system

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	d) Implementation Scheme for provision of Utilities relating to parking equipment (IT/ Lighting, water supply & drainage, fire services etc)	
Remote access of Parking Management	Mobile App service for Parking & Retrieval of 4-Wheeler/ 2-Wheelers	
Material Specifications	Structure	Industrial Grade MS
	Guide rail for lifting unit	EN8
	Gear boxes & drives	EN24
	Delivery unit components	EN Grades
	Façade	Aluminum Composite Panel + Glass on steel frame
	Nuts and Bolts	High tensile strength grade
	Steel	Special Grade Industrial steel
	Motors	German make, Reputed Indian make as per IS Specifications
	Lifts	Automatic
	Access control	Automatic

ACTIVITIES ENVISAGED

The scope of work includes but not limited to:

- a. Build, construct, operate, maintain and manage the Smart Parking including ancillary/ support infrastructure as per technical specifications provided in the document. The scope is including MEP, HVAC, Firefighting and other safety regulations.
- b. Construct the 3 shops for utilities and roof-top facility for restaurant.
- c. Transfer the property at the end of concession agreement.

DEVELOPMENT CONTROLS

The Smart Parking Systems with structure like information display panels, etc., shall adhere to the Standards/ regulations of Indian Road Congress (IRC), National Building Construction Code (NBCC) BIS.

Development Controls Technical Specifications

No	Description of Parameters	Applicable Standards	Remarks
1	Development Controls regulations	Indian Road Congress (IRC), National Highway Authority of India (NHAI) regulations National Building Code (NBC) guidelines.	Any other applicable regulations/ stipulations, of any other statutory authorities applicable in Indore Smart City Development Ltd. jurisdictions.
2	Spatial planning architectural design guidelines	Urban Development Plans Formulation & Implementation guidelines (UDPFI) Time Saver	Any other applicable

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		Standards. <i>Specifications, guidelines stipulated in this section of RFP</i>	regulations/stipulation, of any other statutory authorities.
3	Alternative/ non-conventional materials/ technologies, sustainable buildings, energy conservation, etc.	Environmental Building Guidelines of Indian Green Building Council (IGBC)	Any other applicable regulations/ stipulations of any other statutory authorities.
4	All Pavements Signage	Indian Road Congress (IRC) & Ministry of Road Transport Highways (MORTH) specifications.	Any other applicable regulations/ stipulations, of any other statutory authorities.
5	Project construction including structures, utilities, infrastructure facilities, etc.	National Building Council (NBC) regulations as per Bureau of Indian Standards (BIS).	Any other applicable regulations/ stipulations, of any other statutory authorities. <u>The Structure should be enclosed from all around.</u> <u>Provision of Prefabricated Roof-Top Speciality Restaurant at the Top Floor shall be provided by the Successful Bidder, which shall be rented out or maintained by the Concessionaire.</u>
6	Performance Standards	ISO 9001: 2008	Any other applicable regulations/ stipulations, of any other statutory authorities.

BRIEF SCOPE OF WORK

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

Hardware, software, facilities

- i. To provide install necessary complete hardware and software solutions, such as but not limited to boom barriers, auto pay station, devices, port-cabins, switches, gateway, guidance system, for multi-level parking system.
- ii. Provide Parking Management and Parking Guidance System to direct drivers to available parking slots through LED signage also through Smart Parking Mobile Application.
- iii. Provide and install necessary LED signage which also includes variable messages sign board for guidance to public regarding availability of parking spaces other necessary information.
- iv. Create API that can be integrated to the city Integrated Central Control & Command Centre (ICCC) for viewing, analysing, storing and retrieval of the data to manage the Smart Parking;
- v. Smart Parking Mobile App shall be integrated with the existing Indore 311 Mobile App with all citizen-based features.
- vi. Install, operate and maintain an IT system, for parking fee payments, monitoring, and enforcement. Procure software hardware for the processing of customer payments via credit card, net banking, mobile-based banking systems, other media; the impetus is on cashless payment system at all the parking lots.
- vii. Smart Parking Mobile Application for parking services: App shall show the available slot on real time basis, booking of parking space, payment mechanism through various modes of payment, reservation for specially-able citizens, facility for extension of pre-booked parking space.
- viii. Comprehensive operation maintenance of all hardware software installed for this project throughout Concession period.
- ix. Procure hardware software to aid in the planning monitoring of enforcement activities.
- x. To provide install thermal cum optical/IR sensors at each of the parking slot for cars for all surface parking lots. All parking slots should be individually clearly marked, mapped with parking sensors and have appropriate camera coverage. All sensors, devices equipment should have the capability to communicate back and forth with the ICCC for information feedback through a RF/ Wi-Fi/GPS or any combination of them in the enabled system
- xi. Establish the required facilities, equipment, information systems for the operations of the Parking System.
- xii. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.
- xiii. Create and operate an illegal parking management system to inform the concerned authorities.

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Operations

- i. The Successful Bidder will develop modify, from time to time, a detailed operating plan (“Operating Plan”) for the Parking System. The Operating Plan will detail all aspects of operations including but not Limited to bring, signage, geometric design (i.e. delineation of free parking, paid parking, no-parking areas), fee collection, enforcement, facility maintenance, customer service procedures. The Successful Bidder also will prepare detailed Parking Management Plans for multi-level sites. The Operating Plan Parking Management Plans, any modifications to them, must be approved by Indore Smart City Development Ltd. The Successful Bidder will incorporate suggestions from Indore Smart City Development Ltd. on the Operating Plan Parking Management Plans operate the Parking System in accordance with the approved Operating Plan Parking Management Plans.
- ii. A Successful Bidder will be responsible for complete operations and maintenance of all the parking spaces post parking site handover from Indore Smart City Development Ltd.
- iii. Enter into an agreement with Indore Smart City Development Ltd. to set up an Escrow Account into which all revenue, including Fees Fines, shall be deposited. Payment to the Concessionaire, Indore Smart City Development Ltd. other agencies shall be made from the escrow account. First right shall be of the Authority.
- iv. Include reserved vehicle slots for especially abled (“Divyang”)
- v. Collect applicable Parking Fees using an IT-based system (Cashless Payment System) from all users who park their vehicles in multilevel parking sites assigned to the Successful Bidder. The Successful Bidder will not collect cash or other forms of direct payment on the street.
- vi. Unique identification of each vehicle entering any of the parking lots through bar-coded tickets, RFID/Smart Cards/QR Coded entry NFC enabled, Mobile wallets such as PayTM, Google Pay or PhonePe etc. as applicable.
- vii. Monitor enforce on street parking rules in all No-Parking Areas by Traffic Police/ Indore Smart City Development Ltd./ISCDL. Successful Bidder will electronically check paid/unpaid status of vehicles parked in Parking Facilities identify vehicles that have not paid applicable Parking Fees or that are parked in No-Parking Areas. Traffic Police will be notified by the Successful Bidder to issue parking fines for immobilisation of such vehicles. Notify concerned authorities about immobilisation of violating vehicles. Maintain Record of all such instances in the system.
- viii. Support the enforcement authorities by creating an information system via SMS and mobile application to report illegal parking to the concerned authorities.
- ix. Enlist trained professionals to operate the Parking System.
- x. Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.
- xi. The Successful Bidder shall not carry out any other commercial activities other than those mentioned in the RFP on or near Parking System facilities unless explicitly approved by Indore Smart City Development Ltd.
- xii. To provide single space identification with LED indicators for all parking slots showing availability of parking lots.
- xiii. Using the data generated through the parking solution software for analytics purposes, such

as time based (hourly/daily/weekly/monthly/annually) trends, area specific trends, vehicle (car-SUV/sedan/hatchback, scooter, etc.) specific trends, usage vacancy periods, premium parking demand and, etc., for the purpose of better management of parking.

SYSTEM SPECIFICATIONS

Operating Manual

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

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

Parking Management Plans

The Successful Bidder will prepare detailed Parking Management Plans for multi-level site assigned.

The Parking Management Plan will incorporate the following:

- a) Clear designation of Parking Facilities No-Parking Areas.
- b) The layout orientation of parking slots, including the type of vehicle permitted.
- c) Applicable Parking Fee.
- d) The location type of static dynamic signage to be installed.
- e) External factors such as traffic volumes adjacent roads width of roads also need to be considered for to facilitate the access to the facility by the vehicles.
- f) Solar powered parking facilities shall be encouraged.
- g) Have sufficient site distances for internal circulation during parking un-parking.
- h) Have efficient parking fee collection mechanism at entry or exit or both.
- i) Drive way requirements should be carefully designed based on alternative parking Drive way requirements should be carefully designed based on alternative parking layout to efficiently utilise the available space.
- j) All the parking facilities should also facilitate the convenient parking for disabled.
- k) In all the basement facilities, a special consideration needs to be given for safety of users/staff or anyone inside the facility as those places are susceptible to crime. In all these facilities the video surveillance is mandatory.
- l) Digital signage/ Hoardings may be used as a source of advertisement revenue generation for multi-level parking lots in accordance to the given specification.
- m) The poles should be in accordance to the legalities governing such installations and should not compromise the aesthetics and functionality of the parking lots.
- n) The park--ride facilities at transit stations should be located designed in such a way that it the entry exit of vehicles should not conflict with the movement of pedestrians.

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- o) The slope for access ramps in any parking facility should not be steeper than 1:50.

User Accounts

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

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

Fee Payment System

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

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

Cashless Payment System

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

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

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

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

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

1. Automatic Fare Collection (POS Terminals) - A reader modules will be integrated in entry & exit barriers of parking that enable payment through bank card (credit & debit card, J Card, third party mobile wallets).
2. Pay-By-Phone (Mobile App) - Cashless parking is a quick secure way to pay for parking if you do not have to use the cash. A Pay-By-Phone mobile application will be developed, so that User will use their mobile phone instead of paying in cash the payment is made using their

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registered credit or debit card by registering on Pay-By-Phone mobile application or even without registering on Pay-By-Phone app by using guest check-out directly by paying the parking charges.

3. Third Party Mobile Wallets (Free Charge, Paytm, Mobi-Quick, Phone-pe, Google Pay etc.)
4. CARD (Citizens payment card specific to Indore)
5. Vehicle Mounted Transponder (Electronic Tags)
6. **E-Parking Permits** - In practice the car registration plate becomes the permit ANPR (automatic number plate recognition) systems. Once the car registration plate is registered with application the vehicle can be parked within the rules at that parking location the parking charges will be deducted from User e-wallet.
7. Contactless Payment Technology - Reader modules should be integrated at the entry & exit barriers of parking that enable vending machine equipment component manufacturers to integrate contactless technology.

Third Party Integration

The Concessionaire should provide adequate possibility for integration with existing online payment instruments like bank payment accounts that allow for the integration of User Accounts with a common Transport payment system in the future.

Enforcement System

The application should provide an API for third party applications to integrate with the parking system. The Concessionaire will operate enforcement activities as follows:

- 1) Conduct periodic checks for a sample of vehicles in all Paid Parking Lots Paid Block Faces to determine the vehicles are paid or unpaid. The checks should be carried out at least every 40 minutes will rely on verification of the vehicle license plate number. The system will create a record for every vehicle observed with details such as the time of observation license plate number
- 2) Install vehicle detection sensors in multi-level parking to track monitor the arrival departure of every vehicle that parks in a designated Parking Slot send real- time information to the enforcement system on such Parking Events
- 3) If a vehicle in multi-level parking is found to be unpaid, the System will immediately record the violation in the IT system place a fine on the vehicle record. The Concessionaire will take photos to document the location license plate of the vehicle. The Concessionaire will record the violation and the System will alert the vehicle user by text message and through a smart phone application. Recording of the violation immobilisation will occur after a grace period after the time of observation specified by Indore Smart City Development Ltd. If the vehicle user pays the Parking Fee before the end of the grace period, the System will not record a violation. Identification of an unpaid vehicle starts a Parking Event. The System shall also send information of violations along with the photograph of the violation along with the license plate of the vehicle.
- 4) The enforcements authorities should be informed within 1 hour of the violation occurring along with the photographs of the violation, photo of the licence plate and details of the vehicle. The concessionaire can remit the parking charges (hourly) for that particular parking slot for the time exceeding 1-hour post information delivery to the enforcement agencies

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from the monthly revenue to be shared.

- 5) The concessionaire needs to share the violation information with the concerned authorities within 1 Hour of the parking violation with Photographs of the violation to be eligible for remittance any revenue share for that parking slot.
- 6) The system must record archive images of all parking violations
- 7) Necessary information regarding vehicles towed by the concerned authorities will be updated on the Smart Parking App & web portal immediately. Additionally, information regarding details of towed vehicles shall be available to users through a dedicated helpline number. The dedicated helpline will be operated by the Concessionaire.

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

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

This part of the volume covers the Technology Specifications:

- i. IT system Control Centre
- ii. Website
- iii. Smartphone application (Android & iOS Platforms)
- iv. Customer information & marketing

IT System Control Centre

The Concessionaire will create an API to integrate with city Command and Control Centre with the capability to provide summary reports, real-time information to Indore Smart City Development Ltd. including but not limited to the following:

- i. Number of vehicles parked on each parking
- ii. Details for each Parking Event
- iii. Vehicle license plate number
- iv. Vehicle type
- v. User ID
- vi. Start time
- vii. End time
- viii. Location
- ix. Applicable Fees
- x. Payment status
- xi. Applicable Fines
- xii. Details on enforcement for the activities of all enforcement staff
- xiii. Assigned itinerary

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- xiv. Details of vehicles checked
- xv. Details of vehicles immobilised by the enforcement authorities

Website

The Concessionaire will create a website with the following functionality:

- i. Displays real-time occupancy at multi-level locations covered under the System.
- ii. Provide a user account section with the ability to create a user account, modify the user profile, recharge the user's prepaid account, or pay fines
- iii. Displays real-time fines issued collected.
- iv. Have an English and Hindi language selection option.

Smartphone Application

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

- a) Displays real-time occupancy multi-level parking locations covered under the System specific parking areas near the user's location
- b) 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
- c) Available in English and Hindi languages
- d) Displays real-time fines issued and collected to the enforcement authorities and link the same data to the ICCC
- e) Responsive interface to facilitate use on a wide range of devices and supporting both iOS and Android devices with different display sizes.

Customer Information & Marketing

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

Information on the System website:

- i. How to use the parking system, including user accounts, parking coupons, fee payment, and fine payment.
- ii. A regularly updated blog with news about fee structures, changes in parking rules.
- iii. Facebook page with regular updates about the system, user tips, photos, other information.
- iv. Twitter feed with regular updates.
- v. Regular press interactions to disseminate information on System features benefits.
- vi. Membership drives to encourage people to set up User Accounts.
- vii. Outreach to business associations, resident welfare associations, and other local stakeholders.
- viii. Advertisements on the radio print media.

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

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

1. Real time operating system (reduced risk of virus infection)
2. Usage of robust flash cards as memory for operating system
3. Stainless steel housing pillar with IP 65

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4. Temperature Range -20°C to +50°C, Air Humidity 0% – to 95%
5. Terminal is designed for indoor outdoor use
6. Tropicalized PCB's (PCB's is protected against humidity)
7. Free choice of housing colour (RAL)
8. RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System
9. Presence check for Long-Term User (Seasonal User) media
10. Half-Duplex Intercom sub-station
11. Industrial embedded PC for the self-sufficient control of the device
12. 1,00,000 stored transactions – offline redundancy

Auto Gate/ Barrier

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

- i. Temperature Range -20°C to +50°C, Air Humidity 0% – to 95%
- ii. Terminal is designed for indoor/ outdoor use
- iii. Tropicalized PCB's (PCB's is protected against humidity)
- iv. Free choice of housing colour (RAL)
- v. Maintenance-free barrier drive
- vi. Useable as right-hand & left-hand drive, easily changeable on-site
- vii. Fast opening closing times within 1.5 sec
- viii. Barrier arm is equipped with a rubber edge on the bottom to prevent damage
- ix. No parts needed (screw etc.) for replacement of run-off barrier arm

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

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

- a) Real time operating system (reduced risk of virus infection)
- b) Usage of robust flash cards as memory for operating system
- c) International standard proven network technology (Ethernet)
- d) LED full graphic colour touch screen display
- e) Stainless steel construction with structure effect painting
- f) Temperature Range -20°C to +50°C, Air Humidity 0% – to 95%
- g) Terminal is designed for outdoor use
- h) Tropicalized PCB's
- i) Free choice of housing colour (RAL)
- j) Customised inscription on front plate (e.g. **"PAY PARKING HERE"**)
- k) Illuminated Top with customised inscription (e.g. **"PAY PARKING HERE"**)
- l) Illuminated user guidance of all entry slots dispensing slots
- m) Escrow function
- n) Multi-rod security cabinet locking facilities with nine (9) locking points at the door
- o) Protective 4-Lock-System with high level security quality, high level key copy protection, highest level of drilling & core pulling protection highest manipulation protection
- p) Receipt printer
- q) Deactivation of the customer display after a pre-set switch-off time following last payment

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- r) Unit can be set into “standby” mode with reduced energy consumption, based on a freely definable time profile.
- s) Remote or manual wake-up command (wake-up by motion detection via radar)
- t) Payment of Short-Term User (Hourly User) media.
- u) RFID (Contactless) Short-Term User (Hourly User) media processing calculation of tariff.
- v) Payment of over stay fees for Long-Term User (Seasonal User) media.
- w) Extension of validity of Long-Term User (Seasonal User) media with pre-payment contract.
- x) RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System.
- y) Automatic production of parking media as substitute for a lost Short-Term User media at a fixed rate by pressing a button
- z) Remote handling of substitute parking media for processing of lost Short-Term User media.
- aa) Half-Duplex Intercom sub-station
- bb) Interface to Integrate CCTV Camera
- cc) Industrial embedded PC for the self-sufficient control of the device
- dd) Barcode/ QR-Code Scanner for processing of third-party barcodes as means of payment or discount
- ee) Software evaluation of third-party Barcodes/QR-Codes as vouchers

SITE DEVELOPMENT RELATED SPECIFICATIONS

Car Park Management System

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

Business Intelligence

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

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

User Logging Audit

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

Difference Counting Module

- a) Integrated software module for the management of the occupancy counters in the car park
- b) Detecting the occupancy of each slot of the complete car park, categorised by reserved Spaces

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(Long-Term Users / Seasonal Users), non-reserved spaces (Short-Term Users / Hourly Users), booked spaces (Short-Term Users / Hourly Users who pre-booked via internet) total spaces.

- c) Use of threshold values to control signs, car park levels.
- d) Automatic sign control (free/full) depending on the number of cars in the car park.

Alarm Management Module

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

User Administration Module

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

Tariff Module

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

Power Management Module

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

Site Development Related Specifications Smart Parking

- a) All the project components/facilities shall be as per the design approved by Indore Smart City Development Ltd. shall not obstruct the pedestrian access using footpaths, skywalks (FOBs), etc.
- b) Recommended practices for road signs as per IRC 67:2001 for pedestrian facilities as per IRC 103:1988 shall be followed.

Structural

- a) The basic structure shall be made of Structural Steel, designed for all Dead & Live loads (500 kg/sq.m.), Wind Pressures (in accordance with IS: 875, Part-3 of 1987) seismic forces (seismic zone II Standards in accordance with IS: 1893-2002), etc., shall be in accordance with the latest Indian Standard Codes.

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

Lighting (Smart Parking)

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

Smart Parking concessionaire's responsibilities

- a) The Concessionaire shall take such measures exercise to protect the site during the course of the works as directed by to the entire satisfaction of the Indore Smart City Development Ltd.
- b) The Concessionaire shall submit a program supported with Bar Chart for construction of project/s in a phased manner so as to cause least inconvenience to the public. The construction erection work shall be carried out during night hours/restricted hours keeping in view the safety of pedestrians/traffic. The Concessionaire should give their complete program for different stages of execution including planning, designing, fabrication erection, etc.
- c) During the construction period, the Concessionaire shall make suitable arrangements to co-ordinate with the Indore City Transport, Officer In Charge provide all necessary information so as to allow the Indore City Transport, Officer In Charge to monitor the progress quality of construction in line with the role of the Indore City Transport, Officer In Charge as provided in the Concession Agreement.
- d) The Concessionaire shall provide all equipment materials necessary to provide the Services.
- e) The installed facility equipment shall be inspected, checked tested to verify that it is correct, complies with specification has been installed in accordance with design drawings as per defined technical specifications.
- f) The following checks shall be carried out before acceptance of various units' equipment:
 - i. Dimensions of all the civil structures as per the approved drawings
 - ii. Pipes related accessories installed as per the approved drawings
 - iii. Alignment of equipment as per the approved drawings
 - iv. All the electrical works to be tested for routine type tests
 - v. Installation of cables, earthing and works as per relevant IS or international codes
- g) The commercial space (as approved by ISCDL) provided to the Concessionaire shall be used strictly for the purpose for which they are allotted.
- h) Wherever any references to any Indian Standard Specifications /or IRC codes occur in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tender.
- i) The work shall be executed with highest degree of efficiency all safety aspects shall be adopted as per International practices as directed by ISCDL, Officer in Charge.

MAINTENANCE PERFORMANCE STANDARDS

Preamble

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

Maintenance Work

- a) The Concessionaire shall perform routine periodic maintenance activities for the project infrastructure viz, civil, mechanical electrical works equipment, services, and facilities.
- b) Maintenance of all the electrical-mechanical equipment's, machineries shall be as per Original Equipment Manufacturers " (OEM)" Standards.

Maintenance Performance Standards

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

REPORTING MONITORING

Reporting

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

- a) To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by ISCDL.
- b) To provide for flexible report formats, in .xls, .txt or any other user-friendly structure including graphics depending on the request of the Indore Smart City Development Ltd. from time to time.
- c) Reports should be available remotely to Indore Smart City Development Ltd. through electronic means like web-based access with password security emails, etc. The report should include latest data, if the authorised report seeker does not specify period.

Monitoring

- a) To develop implement requisite application for hosting/updating of other information (i.e. information not available in Indore Smart City Development Ltd. backend systems, like FAQ, service details, etc.) in its system as well as on website notified by Indore Smart City Development Limited.
- b) A facility should be available for Indore Smart City Development Ltd. monitoring team, external & internal auditors to periodically inspect the functioning of the parking facilities. The monitoring team should be able to access all sub-systems/servers, records in respect of Information Technology, security measures including Data & Software Back-ups, firewalls, anti-virus software updates, etc. Additionally,
- c) Indore Smart City Development Ltd. may also deploy tools to monitor performance of various systems to rule out any possibility of tampering the data, which may have an effect on billing

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of the Vendor.

- d) It should be possible to remotely monitor performance on all SLAs/KPIs and for all the applications provided by the system.

Service Level Agreement

- a) The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Bidder to End Customer Indore Smart City Development Ltd. for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Bidder can be measured.
- b) The Concessionaire shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.
- c) The SLAs shall be monitored periodically by ISCDL or any person/ body appointed by ISCDL and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses.

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

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

- a. It is expected that the Concessionaire should comply with all the Policy/ Procedural/ Regulatory Guidelines enforced by Government of India, Government of Madhya Pradesh and other statutory related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity.
- b. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorised as follows (this includes but not limited to the following):
- i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of Indore Smart City Development Ltd.
- ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorised access to public Wi-Fi.
- iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with Standards for website/mobile app development, etc.

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

Type	Measurement (Unit)	Response Time (In Unit)	Penalty on Response w.r.t. Delay/Unit
Information Security Breach	Hours	1	1000

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Network & System Security Breach	Hours	1	1000
Guidelines Breach	Days	7	5000

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

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

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

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

Review of SLA Parameters

The SLA design is based on the scope of services to be delivered by Concessionaire. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Bidder. The purpose of this review is to reassess the SLAs based on the first three months“ operations. Indore Smart City Development Ltd., after thorough analysis of the monthly statistics monitored as per the above-mentioned SLA parameters, may consider revision of the SLA parameters and update the terms. If the revision occurs, then the revised SLAs would be final binding for the rest of the term of the Concession Agreement.