



REQUEST FOR PROPOSAL (RFP)

For

**Design, Develop, Implement, Operate, Maintain and Transfer
Smart Multi-Level Four-wheeler Mechanized Parking for 140
Nos. Vehicles at Two different locations Near 56 Shops in
Indore.**

Volume 1

09/ISCDL/2020-21; Dated 02.06.2020

Indore Smart City Development Limited

Nehru Park Campus, Indore – 452003

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NIT No.:09/ISCDL/2020-21; Dated 02.06

Notice Inviting Tender

Indore Smart City Development Limited Invites Online tenders from eligible contractors having relevant experience for Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Parking in Indore on EPC basis.

S. No.	Description	Estimated Project Cost	Cost of Tender Form	Earnest Money Deposit	Completion Period
1	Four-wheeler Mechanized Parking for 140 Nos. Vehicles at Two different locations Near 56 Shops in Indore.	Rs. 9.80 Cr.	Rs. 20000.0	Rs.10.0 Lakh	6 Months for Construction + 05 Years for (O&M)

Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	03.07.2020 till 1730 Hrs.
2.	Last date for submission of tender (Online)	03.07.2020 till 1730 Hrs.
3.	Technical bid opening (Online)	04.07.2020 at 1730 Hrs.
4.	Last date for Submission of Hard Copy of Technical Bid	06.07.2020 till 1730 Hrs.

Note:

1. Tender Document and other details shall be available on: - Website- www.mptenders.gov.in
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 Bidder to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level parking (tower/stack) for ISCDL.

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 Mechanized Parking (Tower / Stack) 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.

Table of Contents - Summary Description

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 -Nationality of Bidder -----

This section contains the list of Nationality of Bidder.

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.

Section 7 –Special Condition of Contract -----

Section 8 –Operation & Maintenance-----

Section 9 –Form of Agreement-----

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Section 1 - Instructions to Bidders (ITB)

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.

Definitions:

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) **"Accounting Year"** means the financial year commencing from 1st April of any calendar year ending on 31st March of the next calendar year, or as may be applicable at any future time by government notification.
- (d) **"Arbitration Act"** means the Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 and shall include any modifications to or any re-enactment thereof as in force from time to time.
- (e) **"Capex"** means Planning Designing and construction cost including all expenditure required for construction as detailed in agreement
- (f) **"Competent Authority"** means Chief Executive Officer (Indore Smart City Development Ltd.)
- (g) **"Completion"** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- (h) **"Contract"** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- (i) **"Contractor"** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- (j) **"Contractor's bid"** means the completed bid document submitted by the Contractor to the Employer.
- (k) **"Completion of work"** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- (l) **"Contract amount"** means the amount of contract worked out on the basis of accepted bid.
- (m) **"CEO"** Chief Executive officer of Indore Smart City Development Limited (ISCDL)
- (n) **"day"** means calendar day.
- (o) **"Defect"** means any part of the work not completed in accordance with the specifications included in the contract.
- (p) **"Drawings"** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- (q) **"Department"** means Indore Smart City Development Limited, Indore as the case may be.
- (r) **"employer"** means Indore Smart City Development Limited (ISCDL).
- (s) **"Engineer"** means the person notify by the employer.
- (t) **"Engineer in charge"** means – Executive Engineer or Superintendent Engineer of Indore Smart City Development Limited (ISCDL)
- (u) **"Equipment"** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.

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- (v) **“Executive Director”** means the executive director of the Board as Indore Smart City Development Limited (ISCDL) under the provision of the article of association;
- (w) **“Government”** means Government of Madhya Pradesh.
- (x) **“Government Agency”** means the Government of India, Government of Madhya Pradesh, Municipal Corporation, ULB, SPV, or any State government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Contractor, the Project Assets or any portion thereof, or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement.
- (y) **“ISCDL”** means Indore smart City development Ltd.
- (z) **“IMC”** means Indore Municipal Corporation.
- (aa) **“Material”** means all supplies including consumables used by the Contractor for incorporation in the work.
- (bb) **“Opex”** means Operation & maintenance cost as detailed in agreement
- (cc) **“ O & M ”** Operation & Maintenance
- (dd) **“Parties”** means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually as the context may require or admit.
- (ee) **“Project”** means the project described in the “Scope of Work” which the Contractor is required to design, engineer, procure, construct, operate, maintain and transfer in accordance with the provisions of this Agreement.
- (ff) **“Stipulated date of completion”** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- (gg) **“Specification”** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- (hh) **“SPV”** means Indore Smart City Development Limited and their Representatives including its successors and assigns.
- (ii) **“Sub-Contractor”** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.
- (jj) **“Termination”** means termination of this Agreement hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement due to expiry to the Contract Period in the normal course.
- (kk) **“Termination Date”** means the date on which the Termination occurs which shall be the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.
- (ll) **“Termination Notice”** means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.
- (mm) **“Temporary Work”** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- (nn) **“Tender/ Bid, Tenderer/ Bidder”** are the synonyms and carry the same meaning where ever used.
- (oo) **“Variation”** means any change in the work which is instructed or approved as variation under this contract.
- (pp) **“Work”** the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

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 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.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to clause 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 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 (Nationality of Bidder). 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

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- (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) to (d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a sub-contractor 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 Section – 5 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. Section of Bidding Document

6.1 The Bidding Document consist of 9 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 - Nationality of Bidder

Section 6 - Employer's Requirements (ERQ)

Section 7 – Special Condition of Contract (SCC)

Section 8 - Operation & maintenance (O&M)

Section 9 – Form of Agreement.

Vol. II Draft Development Agreement with Schedules

6.2 The Bidding Document, its addenda, Pre bid 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.

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.

7. Clarification of Bidding Documents, 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 ten (10) days prior to the deadline for submission of technical bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6, including a description of the inquiry but without identifying its source. If 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.

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- 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. Clarification to Bidder's queries and amendment will be notified as mentioned in BDS.
- 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 Bids

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 the Document listed in ITB 11.2; Second Envelope (**Envelope B**) called the Technical Bid containing the documents listed in ITB 11.3 and the Third the Price Bid (**Envelope C**) containing the documents listed in ITB 11.4, 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.
- (f) Bidder shall have to submit presentation of concept design & approach and methodology for the project.

11.4 The Price Bid (**Envelope C- Online**) shall be submitted online only.

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.

13.2 Alternative time for completion shall not be permitted.

14. Bid Price and Discount

- 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.
- 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.
- 14.6** Deleted.
- 14.7**All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date for 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** All the rates and prices shall be quoted by the bidder entirely in the currency specified in the BDS.

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 section 3 (Evaluation and Qualification Criteria).

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, bid validity period may be extended with the consent of both the parties. 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.

19. Earnest money deposit (EMD)/ Bid Security

19.1The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

19.2Deleted

19.3If 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.

19.4Any 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.

19.5If 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.

19.6If 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.

19.7furnish a performance security 5% of the quoted price.

19.8The performance security on quoted bid will be released after 6.0 Months of handing over the site and security deposit after defect liability period.

19.9The 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

(b) if the successful Bidder fails to:

i. *sign the Contract in accordance with ITB 41; or*

19.10 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.

19.11 Security deposit:

i. Security Deposit shall be deducted from each running bill @ 5% of bill amount. The total amount of security deposit so deducted shall not exceed the 5% of contract price.

ii. The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt from nationalized/schedule bank assigned to the Employer, with validity up to 3(three) months beyond the completion of defect Liability Period/ Extended Defect Liability Period.

iii. Security deposit will be refunded after 1 year of the defect liability period.

20. Format and Signing of bid

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

20.2The 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 initialed by the person signing the bid.

20.3Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed 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 Section 2-Bid Data Sheet (BDS).
- 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.
- bear the name and address of the Bidder;
 - be addressed to the Employer in accordance with BDS 22.1; and
 - 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 lowest 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.
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**
- Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment 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.
 - Bidder then logs into the portal giving user id / password chosen during enrollment.
 - The e-token that is registered should be used by the bidder and should not be misused by others.
 - DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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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- x. 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.
 - xi. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
 - xii. 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.
 - xiii. 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.
 - xiv. 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.
 - xv. 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
 - xvi. 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.
 - xvii. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
 - xviii. At the time of freezing the bid, the eProcurement system will give a successful bid up-
dation 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.
 - xix. 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.
 - xx. 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.
 - xxi. 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
 - xxii. 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 portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders
should adhere to this time during bid submission.
 - xxiii. 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.
 - xxiv. 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.
 - xxv. 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)

22. Deadline 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 Bid are not permitted.

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:
- (i) the name of the Bidder;
 - (ii) whether there is a modification or substitution;
 - (iii) the presence of a Bid Security or Bid Securing Declaration, if required and
 - (iv) 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 initialed 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 record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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- 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 initialed 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.
- 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;

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- b. “**Reversion**” is the setting off 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 11.3 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 may 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, reversion, or omission. A material deviation, reversion, 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 reversion.
- 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, reversion, 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, reversion 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 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.
- 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 Arithmetical Error

- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- 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;
 - 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;
 - 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 lowest 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.

PROCEDURE

- 36.1 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.
- 36.2 Wherever Envelope 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. 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.
- 36.3 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the Envelope 'C'.
- 36.4 After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 35.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 36.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

37. Comparison of bids

- 37.1 Deleted

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. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Employer may award the Contract to the Bidder whose offer has been determined to be the lowest 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.
- 39.2 The employer have right to accept any bid or to reject any or all bids without assigning a reason for that.

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;
- a) name of each Bidder who submitted a Bid;
 - b) bid prices as at bid opening; and
 - c) name of the winning Bidder, and the price it offered
- 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 acceptance of a tender, the Employer shall send a letter of acceptance (LOA) to the successful Bidder.
- 41.2 Within Fifteen (15) days of receipt of the letter of acceptance (LOA), the successful Bidder shall sign the agreement, and send it to the Employer.
- 41.3 The signing of contract agreement shall be reckoned as intimation to commencement of work.

42. Performance security

- 42.1 All the documents/ information enclosed with the technical proposals should be self- attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/ information are found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.
- 42.2 Prior to signing of the Contract, the bidder to whom LOA has been issued shall have to furnish performance Security @5% of the contract amount in specified form and duration, etc. as specified in the Bid Data Sheet.
- 42.3 The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA.
- 42.4 The signing of contract agreement shall be reckoned as intimation to commencement of work. It is not necessary to issue separate work order by the Employer to the contractor for commencement of work.
- 42.5 In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement within fifteen (15) days of issue of letter

of acceptance (LOA), employer may stand forfeited EMD without prejudice to the right of the employer for taking action against the bidder.

42.6 Performance security shall be submitted as per format given in ANNEXTURE -A

42.7 The performance security shall be refunded after completion of concession period which shall include Construction, Maintenance & operation period

43. Deleted

44. Compensation for delay

44.1 The time allowed for the carrying out the work, as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

44.2 The work shall through out the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract.

44.3 The contractor shall be bound to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time elapsed. In the event of the contractor failing to comply with the above conditions, the Competent authority shall levy on the contractor as compensation an amount equal to 1/16% of the value of work per week.

44.4 The total amount of compensation under the provision of the clause shall be limited to 6% of the quoted value of work. The decision of the Competent authority shall be final. The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Competent authority decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the last time within the period of the contract including extension granted if any.

45. Extension of Time

45.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

45.2 The competent authority may grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. If the work is delayed due to contractor's negligence or fault the extensions may be granted in accordance with provisions under section 6 clause 24.3(f).

45.3 In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

46. Tax

46.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be paid extra as per prevailing rates.

46.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

46.3 Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

47. Action when the Work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit Allowed by the competent authority

In any case in which under any clause or clauses of this agreement the contractor shall have rendered himself liable to pay compensation amounting to the performance security and whole of his security deposit (whether paid in one sum or deducted by installments) for:

- a) committed a breach of any of the rules and regulations related to labour laws or,
- b) in the case of abandonment of the work or ,
- c) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation or,
- d) the Contractor does not maintain a valid instrument of financial Security, as prescribed or,
- e) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data or,
- f) if the Contractor, in judgmental of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract or,
- g) Any other fundamental breaches as specified in the Contract Data

except due to permanent disability or death of the contractor, the competent authority on behalf of the Indore smart city development limited (ISCDL) shall give a notice before 15 days, and in the event of the contractor failing to comply with the direction contained in the said notice, shall rescind the contract of which rescission notice in writing to the contractor under the hand of the competent authority shall be conclusive evidence and in which case the performance security and the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Indore smart city development limited (ISCDL) and expel the contractor from the site. However, in the case of sub para (c) or (f) of above clause the competent authority may terminate the contract immediately.

48. Defect liability period: - 1 year after 5 years of operation and maintenance/ success fully handing over the parking to ISCDL, period it should applicable for whole system i.e. software and hardware.

Section 2 – Bid Data Sheet (BDS)

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	NIT No.:09/ISC DL/2020-21; Dated 02.06.2020
ITB 1.1	The Employer is: Indore Smart City Development Limited
ITB 1.1	Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Four-wheeler Mechanized Parking (Tower / Stack) for 140 Nos. Vehicles at Two different locations Near 56 Shops in Indore.
ITB 2.1	Sources of Fund - Smart City Mission
ITB 4.1	<ul style="list-style-type: none"> a. JV/Consortium is allowed. Maximum 2 Partners. b. Shareholding in JV/Consortium shall be as follows <ul style="list-style-type: none"> i. <i>The Lead Partner must meet at least 51% requirement of technical and financial eligibility criteria required for the bid.</i> ii <i>the lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.</i>

B. Contents of Bidding Documents

ITB 6.1	The Bidding Document divided in 9 sections.
ITB 6.2	The Bidding Document, its addenda, Pre bid 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</p> <p>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: 27.06.2020 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	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 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	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 15.1	All the rates and prices shall be quoted by the bidder in Indian Rupees (INR) Only.
ITB 18.1	The bid validity period shall be 180 (One Hundred and Twenty days) . Period may be extended with the consent of both the parties
ITB 19.1	The Earnest money deposit (EMD)/ Bid Security 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 10.0 Lakh as a part of the bid in its original form.
ITB 19.3	The Earnest money deposit (EMD)/bid security shall be paid as mentioned in ITB 19.1. Proof of Earnest money deposit (EMD)/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 of Opening Bid

ITB 21.1 to 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 to 25.5	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- B shall be opened of the tenders. 2. The technical bids recorded and opened at the time of opening shall be considered for evaluation. 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. 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

E. Evaluation and Comparison of Bids

ITB 27.1	Add the following at the end of ITB 27.1: - Communication during bid evaluation for the purpose of clarification will be done electronically (online) if required or through the email.
ITB 36	<ol style="list-style-type: none"> 1. In addition to the criteria listed in ITB 36 the bidder whose Total Quoted Cost on the basis of evaluation as per the financial bid format. the lowest shall be the successful Bidder 2. In the event that the lowest cost 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 cost for Construction of Parking system consideration as Successful Bidder.
ITB 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). Indore Smart City Development Limited will issue Letter of Award to successful bidder.
ITB 41.2	Amount of Performance Security shall be 5% of contract amount.
	Performance security in the format refer Annexure – A
	Performance security in favor of Executive Director, ISCDL, Indore
	Letter of Acceptance (LOA) refer Annexure – B

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.

1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) to (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.

1.2 Multiple Contracts

Not Applicable

1.3 Completion Time

Construction time shall be (Fifteen) 3 months, an alternative Completion Time shall not be permitted.

1.4

1.5 Technical Alternatives

Technical alternatives shall not be 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

Margin of preference shall not be applicable.

1.8 Evaluation of Price Bids

- 1.8.1 For the Price Bid, an excel sheet is uploaded on the website which is password protected and bidders are instructed to upload the same as their Financial Bid. The Bidder who quotes the lowest cost for the 6 Months of execution/ Implementation period and operations and maintenance 5 years or O & M shall be declared as successful bidder.
- 1.8.2 Bidders are requested not to fill price bid or cost at any places in the www.mptenders.gov.in portal as it will be considered as invalid.
- 1.8.3 Price Bid format to be filled up and uploaded online as per ITB 11.4. Hard Copy of the Price Bid should not be submitted with the technical proposal. Price Bid shall be submitted in the attached excel sheets.
Sample Price Bid format is given below

Total in words: Rs. -----

The Amount quoted is inclusive of all costs, duties, surcharge etc. but exclusive of GST. GST shall be paid extra as applicable.

The bidder whose Total Overall Cost is the lowest shall be the successful Bidder.

Financial Proposal/ Price Bid Format

(to be submitted online only).

**FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C)**

NAME OF WORK: _____

(Name of the work as appearing in the bid for the work)

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____ (In words) _____ LS/percent below / above or at par for complete work given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/ kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Executive Director, Indore Smart City Development Limited, Indore or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. *Only one L.S. Rates shall be quoted.*
- ii. *Rates shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder. GST shall be paid extra as per Prevailing rates.*

**Signature of Bidder
Name of Bidder**

The above bid is hereby accepted by me on behalf of the Executive Director, Indore Smart City Development Limited, Indore dated the _____ day of _____ 20__ _

Signature of officer by whom accepted

Post installation and commissioning, the contractor shall be responsible for maintenance of entire Mechanized Parking (Tower / Stack) system (Civil, electrical and mechanical) installed by him for the period of 1 years on his own risk and cost basis.

Note:

1. 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
2. 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.

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	deleted	deleted	deleted	deleted	deleted

2.2 Eligibility

Note: - Under Indore Smart City Development Limited, no contractor will be allowed to work on more than 3 (Three) existing / upcoming parking projects. After three projects, the contractor will be disqualified by the Indore Smart City Development Limited during the bidding process.

1.1 Pending Litigation

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

1.1.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any,	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

1.2 Financial Requirements

1.2.1 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 2016-17, 2017-18, 2018-19 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

1.2.2 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 100% of the Estimated Project Cost from any nature of works during the last three financial years FY 2016-17, 2017-18, 2018-19 (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

1.3 Bidder’s Experience

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

1.3.1 Contracts of any Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The Bidder shall have been in existence from last five (incorporated/ registered) on or before Bidding date from similar nature of work/ any building work; and</p> <p>a. Should have completed at least three (3) works each costing not less than 20% of the estimated cost. Or</p> <p>b. Should have completed at least two (2) works each costing not less than 30% of the estimated cost. Or</p> <p>c. Should have completed at least one (1) work each costing not less than 50% of the estimated cost.</p> <p>d. Or should have constructed/operated at least 1 Multi-Level parking project of minimum 50% of required Vehicles numbers in the preceding 5 years.</p>	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 **similar nature of work/ any building work / Major Electro mechanical machinery fabrication work** 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. 2016- 2017 2017-2018 and 2018-19)
- 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:

- a. Work Order/ Work Completion Certificate (duly signed by the Power of Attorney holder for signing the bid)
- b. 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.

1.3.2 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. experience of Construction/ Electro Mechanical Fabrication works. / Mechanized Parking (Tower / Stack)					
ii. The Lead Bidder or Consortium/ JV should have experience of Developing or Operating IT-Based Parking Systems over the previous Five					

Note:

- i. 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

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 reversion to the Bidding Documents, including Amendment/corrigendum issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents for the work - Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level parking (tower/stack) at 56 Shops in Indore for 4- wheeler (140 Nos.).
- (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; Period may be extended with the consent of both the parties.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities in accordance with ITB 4.2 including that of all parties that comprise the Bidder if the *Bidder is a consortium or association*.
- (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 lowest 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 reversion to the Bidding Documents, including Amendment/corrigendum 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 work-
Selection of Bidder to Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level Mechanized Parking (Tower / Stack) (Tower / Stack) at 56 Shops in Indore for 4- wheeler (140 Nos.) Mechanized Parking (Tower / Stack) (Tower / Stack).
- 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 .Period may be extended with the consent of both the parties.
- iv. If our Bid is accepted, we commit to submit 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 lowest 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 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 under the attached statement stating that the Bidder is in breach of its obligations, because the Bidder:

- (a) has *reasons* 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.

¹Or 758 as applicable.

Technical Proposal

Personnel

Equipment

Site Organization Method

Statement Mobilization

Schedule Implementation

Schedule Others

1. 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).

2. 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

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	

Site Organization

The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the works during all phases of works like mobilization; preparation of Service Level Plan; design & Implementation period and operation and maintenance period separately.

Method Statement

i. The project is for Selection of Bidder to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level parking (tower/stack) for ISCDL. The Employer's indicative guidelines on Methodology is given in the Employer's Requirement which may be followed.

ii. The bidder is required to submit Approach and Method Statement for carrying out work of "-----" along with the technical bid. The bidder's approach and method statement shall be in line with the overall principle of the Employer. The Service Level Plan for Network Improvement shall be compatible with these concepts. The instrumentation capable of transferring the real-time data to the central server system shall include the parameters of performance evaluation of the contractor during the operation, maintenance and service delivery.

iii. The activities for methodology shall also include following:

- a. Surveys or confirmatory surveys (as applicable) including topographic, geotechnical, underground utility surveys etc. as may be required during the implementation period.
- b. Review, verifications and updation of designs;
- c. Preparation of Service Level Plan, including phasing of works, cost effective value Engineering and drawings.
- d. Implementation schedule along with methodology as per scope of works:
- e. Operation and Maintenance Services:
- f. Customer services;

Work Plan

The Contractors will submit detailed work plan as part of Technical proposal covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement.

Mobilization Schedule

The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipment in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

Implementation Schedule

The Bidder shall prepare and submit overall implementation schedule. The schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.

3. 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> <ul style="list-style-type: none"> ➔ 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. ➔ 2. Authorization to represent the firm or JV/Consortium named in above, in accordance with ITB 20.2. ➔ 3. In case of JV, letter of intent to form JV or JV / Consortium agreement, in accordance with ITB 4.1. ➔ 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5. 	

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

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> <ul style="list-style-type: none"> ➔ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. ➔ 2. Authorization to represent the firm named above, in accordance with ITB 20.2. ➔ 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. 	

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

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

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: 2016-17	Year 2: 2017-18	Year3: 2018-19

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).

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: 2016-17	Year 2: 2017-18	Year3: 2018-19
Lead Bidder			
Partner 1			
Partner 2			

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.

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

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*

Form FIN- 4: Deleted

Form FIN- 5: Deleted

Form FIN- 5A: Deleted

Form FIN- 5B: Deleted

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.

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.

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

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 proposal for Design, Engineering, Construction, operation & Maintenance of Mechanized Multilevel 4-Wheeler parking at 56 shops, Indore with Five – Year operation and Maintenance for ISCDL (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.

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)

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

Sub-contractor M/s

Name: _____
In the capacity of: _____

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

I. 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 either the parties of partners to constitute 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 notarized 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

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/ ISCDL**) 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/ rescind of the Contract:

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. 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 31st March. 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.
 2. 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**
- In the event of any Dispute between the Parties, either Party may require such Dispute to referred to first Executive Director and if matter is not resolved within 30 days, the matter shall be escalated to the Principal Secretary, Urban Administration & Housing Department. Appeal against the order of the Principal Secretary Urban administration and housing department can be preferred before the Madhya Pradesh (M.P.) arbitration criminal constituted under Madhya Pradesh Madhyastham Adhikaran Adhinyam 1983. 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 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.
- 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.

|| 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 – Nationality of Bidder

Single Entity / Lead Partner Nationality – Indian

JV Partner – Bidders Nationality includes all countries unless barred by Govt. of India or Security Council of United Nations.

Section 6 – Employers Requirement

1. INTRODUCTION

- a. It is proposed to Selection of Concessionaire to Design, Develop, Implement, Operate, Maintain and Transfer Smart Multi-Level parking (tower/stack)at 56 Shops in Indore for 4- wheeler (140 Nos.) Mechanised parking at 56 Shops, 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/ Mechanized Parking (Tower / Stack) (Tower / Stack) within the allowed time period of 3 months for construction (“**Construction Period**”); this period will start after giving vacant possession of existing structure. The dismantling of vacant structure shall be in the scope of bidder.
 - (ii) The Successful bidder shall Operate, Maintain the Mechanized Parking (Tower / Stack) (Tower / Stack) system for Five (05) Years & Transfer the Mechanized Parking (Tower / Stack) (Tower / Stack) system in good operational condition. During **Operations & Maintenance Period** the ISCDL shall collect the revenue generated by the parking fee. Advertising rights shall be directly allotted to separate vendor for advertisement by the ISCDL. The facility shops shall be the property of ISCDL and same shall be leased out by ISCDL directly.
 - (iii) Construction Period, Operations Period & Maintenance Period together shall be called as project Period & it will start after giving vacant possession of existing Structure.
 - (iv) The bidder shall submit the project drawing for getting approval from Indore Municipal corporation
- 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 Bidder 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 Bidder shall develop the Project and thereafter, operate and maintain it throughout the **operation & maintenance 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 favor of the Bidder or any sub-licensee (s).
- c. At the end of the **Operation & maintenance 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.

Employer's Technical Requirement for Smart Parking System	
Criteria	Remarks
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	
	Four-Wheeler 140 Nos
O& M period	5 Years
Life: Structural stability	10 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: 300 second. Time for Retrieval: 180 second
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 Tons/ or As per international Standards
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
Charging point for e-vehicle	Arrangement of six charging point for charging electric vehicle is mandatory at each four-wheeler site.

	d) Implementation Scheme for provision of Utilities relating to parking equipment (IT/ Lighting, CCTV, water supply & drainage, fire services etc)	
Remote access of Parking Management	Mobile App service for Parking & Retrieval of 4-Wheeler	
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

2. 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 approved Design. The scope is including MEP, HVAC, Firefighting and other safety regulations.
- b. Construct the 3 shops for utilities, total area of the shops shall not be less than 30 Sqm and for individual shops shall not be less than 10sqm.
- c. Transfer the property at the end of operation & maintenance agreement to Indore Smart City Development Ltd.
- d. Provision in structure to accommodate solar panels.
- e. Special provision for parking of 6 (Six) E- Rickshaw & 10 Bicycles in the Parking structure at Ground Floor

3. 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 Highway Authority of India (NHAI) regulations National Building Code (NBC) 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 (UDPI) Time Saver	Any other applicable

		Standards. Specifications, guidelines stipulated in this section of RFP	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. The Structure should be enclosed from all around.
6	Performance Standards	ISO 9001: 2008	Any other applicable regulations/ stipulations, of any other statutory authorities.

4. LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

Contractor will have to appoint the following minimum key personnel during the execution and entire contract period.

S.N.	Details	Required nos.
1.	Project Engineer- Degree in Civil Engineering having minimum 5 years of relevant experience.	One
2.	Site Engineer- Degree in Civil Engineering having minimum 3 years of relevant experience.	One
3.	Electrical Engineer- Degree in Electrical Engineering having minimum 5 Years of relevant experience	One
4.	Mechanical Engineer- Degree in Mechanical Engineering having minimum 5 Years of relevant experience	One

5. SCOPE OF WORK

- i. The work under this contract pertains to Supply, Installation, and Erection, Testing and Commissioning with necessary civil foundation & Five Year Comprehensive Operation and Maintenance Contract of minimum Six Level Mechanized Multi-Level Four-Wheeler Parking Facility with API to integrate with Integrated Control Command Center & 311 app with Operation & Maintenance of the same for a period of Five Years at 56 shops, Indore. Further, contract comprises of planning, design, drawing, shifting and re-installation of H.T. & L.T. Electrical lines, Telephone Lines, Water Supply Lines, Civil demolition work complete in all respect with all lead and lift as directed by Engineer-in-Charge etc.
- ii. Supply, installation, erection, testing & commissioning & Five Year Comprehensive Operation and maintenance contract of Parking System with Electro Mechanical technology to accommodate minimum 140 Nos. of four-wheeler with suitable steel structure frame work, Independent motorized pallet having up/down movement with electro-mechanical technology complete with PLC and electrical installation etc. as per specification and direction of Indore Smart City Development Ltd. Architect/Planner/Engineers. The system shall be designed to accommodate SUV's Four-Wheeler in ground floor, Sedan cars in 1st floor to 5th floor, with average retrieval/parking time not more than 180 seconds. All the structural work shall be finished and epoxy painted as per suitability and requirement. The maximum permissible height of the parking structure above the floor level on the ground shall be as per stack height without canopy.
- iii. Supply, installation, erection, construction testing & commissioning with Five Year Comprehensive Operation and maintenance contract for Parking and direction of Indore Smart City Development Ltd. Architect/Planner/Engineers.
- iv. The scope includes the work Survey, Design, Engineering and Erection, Testing, construction

and commissioning of the parking system including painting. Comprehensive Operation and maintenance services for the smart mechanical Four-Wheeler parking system shall be provided by the CONTRACTOR during the defect's liability period of 5 Years after construction period of 3 months.

- v. Other amenities Civil work, Civil foundations and necessary Power back up, Finished Flooring, Canopy over the system, Firefighting System as per NBC norms, Electrical Cabling including Main Four-Wheeler and four-Wheeler Parking Panel with ELCB, Earthing as per approved plans will be in the scope of Contractor.
- vi. Facade development work of the parking which have min 40% space for advertisement shall be in the scope of the contractor. The drawing of the façade development shall be approved by the engineer-in-charge.
- vii. The Contractor shall give warranty that works to be done shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the Contractor and under use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the ISCDL, The ISCDL shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.
- viii. Contractor shall also require to submit 10 years Structure stability certificate of all component of electro Mechanized Parking (Tower / Stack) (Tower / Stack) system from Shri Govindram Seksaria Institute of Technology and Science Indore or from any Government Engineering College of Madhya Pradesh.
- ix. Third party inspection: The employer may appoint any approved government agency/Authority or any person for third party inspection of the work, on contractor's cost.
- x. All labours, materials, tools plants, machinery, equipment and any other things required for execution for work shall be arranged by the CONTRACTOR at his own cost.
- xi. All arrangements for establishment, watch & ward of stores and security of sites, appropriate vehicles for transportation etc. shall have to be made by the CONTRACTOR at his own cost and nothing extra on this account shall be paid.
- xii. Testing and Commissioning shall include furnishing all labor, materials, instruments etc. and incidentals necessary for complete testing of each component as per the IS / NBC specifications and manufacturer's recommendations. Comprehensive Operation and maintenance services for the electro mechanical four wheeler parking shall be provided by the CONTRACTOR during the defects liability period.
- xiii. On the completion of the work, the CONTRACTOR shall clear away and remove from the site all construction plants, temporary works, surplus material and rubbish of every kind and leave the site and works clean to the satisfaction of the Engineer-in-charge.
- xiv. In view of the site location and their prevailing condition, it is mandatory to the Contractor to visit the site and make himself thoroughly familiar with the site conditions, access and account for all possible difficulties and other requirements mentioned elsewhere in his bid prior to

submission. When a contractor submits his bid for this work, it will be considered that he has quoted for this work with full and complete knowledge of the site and prevailing conditions, and no claim for additional compensation shall be entertained on this account.

- xv. It is clarified that bidder should read carefully understand design features as mentioned in “Design Feature” in the para below so that the Bidder is familiarized with the scope of work while submitting a Bid.
- xvi. The contractor shall submit the As built drawing, other specifications & additional maintenance and Operation standard other than mentioned in the RFP.
- xvii. **Comprehensive Operation and Maintenance:** The successful bidder/ CONTRACTOR will be required to undertake Operation & maintenance of the Parking System as per the following terms:
- a) The CONTRACTOR shall at all times maintain, keep in good operating condition, repair and renew, replace and upgrade to the extent reasonably necessary, the equipment, systems, and facilities. All maintenance and repair works shall be carried out in such a way as to minimize inconvenience to users of the Parking Systems.
 - b) Maintenance shall be allowed at Night or only on Sunday. No maintenance shall be allowed during daytime and working day.
 - c) The complete Mechanized system shall have the provision of emergency evacuation of vehicles manually also.
 - d) Contractor should maintain all the necessary INVENTORY of electro-mechanical part of the system during Comprehensive Operation and maintenance period and also provide a list of wear and tear part of the system to authority at the time of hand over after one-year Comprehensive Operation and maintenance.
 - e) All the electric usage charges incurred on operation of the parking system will be borne by CONTRACTOR.
 - f) The CONTRACTOR shall maintain a complaint register, duly paged, at site and shall make it available to the users of the parking to note down the complaints. “INDORE SMART CITY LIMITED, INDORE, will have the right to check the complaint book as and when required. The complaint register will be kept properly and it shall be mentioned on the signboard about its availability.
 - g) Transfer of facility to “INDORE SMART CITY DEVELOPMENT LIMITED, INDORE”. The CONTRACTOR shall transfer the parking facility to “INDORE SMART CITY DEVELOPMENT LIMITED, INDORE, free and clear of any encumbrances on completion of or termination of contract, whichever is earlier.
 - h) During the Comprehensive Operation and maintenance period prior to anticipate transfer of the Facility the CONTRACTOR shall provide such training services to the representatives and employees of Engineer In Charge “INDORE SMART CITY DEVELOPMENT LIMITED, INDORE or its nominated agency to operate and maintain the Facilities efficiently and safely following such transfer.

6. PERFORMANCE STANDARDS

- (i) The performance levels define the level at which the proposed facilities are to be maintained and operated. Performance standards are defined for operation and maintenance of the project facilities and the site environment.

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- (ii) The obligations of the Operator in respect of Maintenance requirements shall include:
- Maintaining site environment so as to cause minimum disturbance to the environment
 - Ensure that the facilities are operational and rectification of the defects and deficiencies within the minimum time
 - Ensure that the fixed parameters provided in this RFP are abided by at any time during the O & M period
- (iii) Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justifies more time for its repair or rectification as compared to time specified herein, the Operator shall be entitled to additional time in conformity with good industry practice giving top priority to the safety and security aspects.
- (iv) Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the Project poses danger to the life and property of the users thereof, the Developer shall promptly take all reasonable measures for eliminating or minimizing such danger
- (v) During the period of operation, the Developer shall maintain all the Facilities in accordance with performance standards and maintenance requirements, as mentioned below:
- Perform maintenance on a routine and periodic basis.
 - Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
 - Establish a maintenance list for planned Comprehensive Operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.

7. DIAGNOSTICS

- The Parking Facility may have an installed and real time, on-line connection to the manufacturer/ technical operator which allows for resolution of most errors remotely with a short response time in reaction to any trouble alarms generated by the system.
- The Parking Facility shall be capable of reporting alarms in different classes according to their severity for the System functionality. Preferably, a hotline support line shall be implemented to enable a remote system support.

8. SPARE PARTS PACKAGE

- For Multi-Level parking (tower/stack)systems, enough spare parts shall be stored at the Parking Facility to ensure an immediate availability of exchange components in any case of a component failure.
- In order to ensure needed repairs to be performed in a timely manner, a respective maintenance contract shall be entered into with the manufacturer, covering the operating times of the Facility including a sufficient on-site spare parts package.

9. MAINTENANCE / OPERATOR

- Adequate steps shall be taken for regular maintenance of the equipment in order to avoid System interruptions as much as possible and to remedy such interruptions in a reasonable time.
- Under all circumstances without any exception, trained personnel must be available round the clock at short notice. A contract with manufacturer shall be entered into to provide a trained technician for the prevention and remedy of interruptions during the all hours of operation of the Parking Facility. Explicit provisions relating to training and know-how transfer, including sharing of manuals and procedures would have to be reflected in the agreement that may be entered into with the manufacturer.
- The system shall be designed such, that maintenance personnel has access to all Parking Facility, machinery and electrical and electronic components in a safe manner.
- The Developer shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards as per table below

Maintenance Requirements Description	Required level	Facility/Equipment
Power Supply, Electrical Installations, Electrical Equipments	Standby power arrangements shall be made for project facilities. No loose, open, un-insulated wiring in any of the areas. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only.	Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
Natural and Mechanical Ventilation and Illumination for parking complex	Shall meet the required Illumination level as specified in the IS Code and NBC. Shall meet the required Ventilation level as specified in the IS Code and NBC.	Any disruption to mechanical ventilation, if provided, shall be rectified within 24 hours. Arrangements for natural ventilation like skylights ventilators, shafts etc shall be cleaned after every 5 days

- a) **PERIODIC MAINTENANCE PERFORMANCE STANDARDS:** In order to maintain the quality and operational standards of high quality, the periodic maintenance/renewal activities are proposed for the Project.

Periodic Maintenance/Renewable activities S.No.	Periodic Renewal Activities	Time limit for renewal
1	Repainting of furniture, signage delineators, markings etc.	Minimum once in a year
2	Repainting of Buildings and all other structures.	Minimum once in three years

3	Resurfacing of Pavement	Routine repairs every year and premix carpet every fourth year. In case the pavement is of Rigid type, no periodic renewal would be required except cleaning & filling of joints
4	Mechanical Equipment	Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual
5	Electrical Equipment	Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual

xviii. Design Features shall comprises as follows:

- i. Surveying, planning, investigation, sub-soil exploration, fixing layout, designing, drawing and Supply, Installation, Erection and construction of Mechanized multilevel Smart parking for minimum 140 Nos. of Four-Wheeler parking including other amenities such as smart parking management, firefighting system, Civil work with plumbing and electrification, toilets, etc., as per investigation and design criteria of relevant I.S. Codes, Departmental Codes, Circulars issued by department from time to time etc.
- ii. The parking facility shall be designed meticulously to improve overall parking efficiency.
- iii. The facility shall be designed in the structure for the provision solar panels at terrace level.
- iv. The building façade design is inspired by built heritage in Old City Area of Indore.
- v. The provision of multiple entrances and exits shall be provided for smooth functioning and greater efficiency. The entry/ exit width is kept sufficient for entry exit of one vehicle at a time.
- vi. The parking bays shall be provided with enough space to accommodate all kinds of 4 Wheelers.
- vii. Toilets shall be provided for both men and women on ground floor.
 - Proper ventilation shall be provided
 - MS cladding is provided at the edge of every column to provide safety to the structure
 - Digital signage and CCTV surveillance will be provided
 - Smart parking management system as envisaged in Smart City Guidelines shall also been provided for ease during operations.

viii. SURVEYS AND INVESTIGATION (SCOPE OF SERVICES)

The Contractor's Scope of Services shall include the following activities:

B. Additional/fresh investigations, Observations and Studies

- (i) Carrying out additional/fresh surveys, geo-technical investigations and laboratory tests, analysis and studies including collection of other relevant data as necessary.
- (ii) Evaluation of results of additional investigations and laboratory tests, analysis and studies including collection of other relevant data as necessary.
- (iii) Detailed investigation and geo technical investigations are to be carried out for the erection of multilevel Parking System under the work of Contract.
- (iv) Detail investigation for shifting and re-installation of H.T. & L.T. Electric lines, Telephone Lines, Water Supply Lines etc.

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- (v) Preparation and submission of reports on above for references, acceptance and record of Engineer-in-Charge.

C. DESIGN AND ENGINEERING (SCOPE OF SERVICES)

The Contractor's Scope of Services shall include the following activities:

a. Review and Assessment of Data Requirement

- (i) Identification of survey and investigation requirement considered necessary for design, execution, commissioning and operation of the project.
- (ii) Review of technical and design Parameters for civil and electro-mechanical Works.
- (iii) Preparation and submission of Reports on the above for the information to the Engineer-in-Charge.
- (iv) The contractor shall submit a review report after carrying out the above activities for acceptance of the Engineer-in-Charge.

D. Detailed Design

- a.** Preparation of design memorandum indicating design criteria, design Parameters, design assumptions, method of analysis on all components of the Work (Civil work, Electrical work, Mechanical work, smart parking Management etc.). These design briefs shall be submitted to the Engineer-in-Charge for approval before carrying out detailed design and construction drawings.
- b.** The Multilevel Mechanized Parking (Tower / Stack) (Tower / Stack) must be modern, aesthetic, functional, safe a fully automatic for Multilevel Mechanized Parking (Tower / Stack) (Tower / Stack) structure special care to be taken to make the enclosed equipment proof against entry of rats lizards and other creeping reptiles, which may create electrical, short-circuit. All ventilation opening shall have suitable screen protection all equipment shall be complete with approved safety devices wherever a potential hazard to personnel exists and with provision for safe access of personnel to and around equipment for operational and maintenance functions. Design shall include all reasonable precautions and provisions for the safety of operating and maintenance personnel.
- c.** The developer also to furnish the software for operation of MLCP which should be simple, latest technology and most effective in nature
- d.** Detailed design for the all Civil work and its related electrical / mechanical and plumbing components including drawings required for the execution and the calculations performed and the construction drawings issued shall be submitted to Engineer for his approval after recommendation from any Government Engineering College in M.P.

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- e. The building shall be designed in accordance with the latest Indian Standard Codes and shall be designed to resist wind and seismic forces
- RCC Structures shall be designed as per IS 456:2000
 - Steel Structures shall be designed in accordance with the provision of IS 800-1984. Structural steel shall conform to IS 842. Tubular section shall conform to IS 4923
 - Architectural design norms as per NBC (National Building Code - 2005)
 - Structural Design norms as per NBC and BIS (Bureau of Indian Standards)
- f. A fully automated Multi-Level parking (tower/stack)lot shall be designed for a minimum capacity of parking as defined in the scope of work.
- Adequate underground water storage shall be provided to cater for one day requirement of domestic flushing requirements. An additional separate underground storage shall be provided exclusively for firefighting purposes. The design and detailing for the provision of plumbing and sanitary facilities for the parking complex shall be done in accordance with National Building Code & Hand Book of Water Supply & Drainage SP: 35 (S&T)-1987.
 - Adequate public convenience and drinking water facility should be provided for the support staff as well as the drivers.
 - Drainage facilities shall be constructed and designed in such a manner that there is no stagnation of water in the Project Site. The internal drainage system shall be connected to main common drain at an appropriate location in accordance with the existing network.
 - Worker/ employee amenities shall be provided in accordance with Good Industry Practice.
 - Safety barriers, at appropriate locations, shall be provided to effectively manage pedestrian and vehicular traffic.
 - Illuminated signage in accordance with National Building Code (NBC)/ Indian Road Congress (IRC) Norms shall be provided at suitable locations within the Parking Facility.

10.FIRE FIGHTING FACILITIES

- The successful bidder shall design the system to provide the required firefighting equipment and facilities conforming to relevant standards and the applicable rules and regulations.
- Fire safety measures as recommended in applicable codes (Indian as well as International) listed in Point 3 shall be implemented. Specifically, the firefighting system shall be adequate to control petroleum fires.
- Construct the Parking Facilities' structure with non-combustible material without a specified fire resistance. In addition, those portions of the facility used for the transport and / or storage shall have a finish of non-absorbent, non-combustible material.
- Specifically, the fire fighting system shall be adequate to control petroleum fires. Provisions shall be made in an Automated Parking Facility that leakage of gasoline tanks or other flammable fluids are collected during transportation and storage of the vehicle.

Where the Automated Parking Facility is located below a building, a 2-hour fire resistance rated separation shall be provided between the Automated Parking Facility and the adjacent space use.

- As the nature of an Automated Parking Facility provides the means to transport a vehicle without human interference, provisions shall be provided to detect a vehicle on fire and to transport it to a fire extinguishing cell at a space on ground-floor, easily accessible for fire-fighters.

11.LIGHT AND VENTILATION

- Proper ventilation should be provided for all parking floors. A mechanical ventilation must be provided to permit a minimum of 15 air- changes per hour for normal ventilation and 30 air changes per hour in case of fire or distress call
- Adequate lighting system in parking facility area will have to be provided to achieve a minimum lux level of 70 for ramps, parking and pedestrian movement area and a minimum lux level of 100 for stairways, toilets, entrance and exit areas of parking
- The Entry Areas for Parking shall be provided with auxiliary emergency lighting system such that in the event of failure in general power supply the auxiliary emergency lighting system is activated immediately.
- Power back-up adequate for 100% of the designed power load of the Parking Facility (except Walkways) and Toilet Area shall be provided. The generator shall be equipped to have a switch-over mechanism so as to be activated automatically in the event of power failure. The generator shall be installed in a separate sound-proof enclosure.

12.FUNCTION OF ENTRY / EXIT AREAS

- The Entry Area is the exchange point between drivers and machine or authorized operators as the case may be, as applicable, based on the technology provided and therefore special attention shall be paid to the smooth functioning of this exchange centre.
- Each of the entry locations to the parking facility shall be provided with electronically controlled real time bay availability positions
- Inside and outside Entry and Exit doors shall be provided to prevent drivers and animals from coming into contact with any moving elements of the system.
- Means for catching of debris and drippings from the incoming cars shall be applied to avoid such drippings to cars and machinery inside the complex, during transportation and storage inside the system.
- If the system has installed a radio frequency access system, the readers shall have enough range to detect approaching vehicles from at least 9 Meter outside of the Entry and Exit Areas.
- The Automated Facility where authorized parking operators/assistants are utilized to park and retrieve the vehicles from the parking bays, shall be equipped with sufficient lobby space to hold the expected peak accumulation of drivers waiting for retrieval of their cars. The pay stations or other access readers shall also be located inside the Lobby. Also sufficient electronic message centers shall be provided to guide the drivers to the respective location to meet their car.

The operator room shall be located near the lobby to enable the operator to assist drivers and to oversee the operation of the Parking Structure.

13.SOUND EMISSIONS / VIBRATIONS

-
- The surrounding walls of the Automated Parking Facility shall cover any sound emission of more than 40 dba emanating outside the structure, measured at the boundaries of the Project Site.
 - Not only sound but also vibrations resulting from the machinery need to be considered for potential negative impact to the rest of the building and their influence shall be kept to a very minimum.
- a. Detailed design of Mechanized Parking (Tower / Stack) (Tower / Stack) and its E/M, Parts including drawings required for the execution of the Works and all calculations performed and the construction drawings issued shall be submitted to Engineer-in-Charge for his approval after recommendation from any Government Engineering College in M.P.
 - b. Details of smart control arrangement of Mechanized Parking (Tower / Stack) (Tower / Stack) including drawings required for the execution of the Work shall be submitted to Engineer-in-Charge for his approval after recommendation from any Government Engineering College in M.P.
 - c. Additional designs and modifications, as needed, during construction.
 - d. Submission of methodology for functioning of mechanized four wheeler parking system.
 - e. Preparation and Submission of Comprehensive Operation and maintenance Manuals which incorporate the following:
 - (i) Parking Design
 - (ii) The full schedule for satisfactory operation
 - (iii) The scheme for taking out any individual car manually in case of failure of the software/ communication with software
 - (iv) Block diagrams for the safety interlocks.
 - f. The Operation portion of the Manual will at least contain the following information software:
 - (i) Block diagrams for the software
 - (ii) Clear description for the Macros
 - (iii) Procedures for determining parking no-parking areas.
 - (iv) Customer information
 - (v) System logo, slogan, other bring elements. Guidelines for the placement of static dynamic signage.
 - (vi) Signage design, including specifications for layout, colour typeface.
 - (vii) Specifications for pavement curb markings, including layout, colour, and typeface.
 - (viii) Fee collection procedures (cashless payment system)

-
- (ix) Enforcement procedures (Physical & Technology enabled)
 - (x) Maintenance procedures for multi-level elements and hardware other equipment
 - (xi) IT system communication protocols
 - (xii) Data security.
- g.** The Maintenance portion of the Manual will contain at least the following information:
- (xiii) Schedule of lubrication with type of lubricants to be used
 - (xiv) Schedule of topping and oil changes for the gear boxes with type of oil
 - (xv) Schedule of bearings replacements
- h.** The Maintenance portion of the Manual will contain at least the following drawings:
- i. General Arrangement drawing
 - ii. Drawing showing point of Lubrication for grease and oil for centralized lubrication
 - iii. Manufacturing drawing with material for the maintenance items
 - iv. Block diagram for the electrical circuit
 - v. Circuit diagram for the electrical circuit with identification of control gears and wire end ferrule numbering
 - vi. Block diagram for the PLC with identification.
- i.** The Maintenance and Operation Manual shall have a write up on the procedure to be *followed* in case of fire. There has to be a description of the system used for firefighting and schedule of maintenance and refilling if any. There shall be drawings showing the location of the detectors and nozzles for shall distribution / spraying of the fire-fighting media.
- j.** Structure Design Shall also incorporate solar panels at terrace level.

14.PARKING MANAGEMENT PLANS

- a. The Contractor will prepare detailed Parking Management Plans for multi-level site assigned to him. The Parking Management Plan will incorporate the following:
- (i) Clear designation of Parking Facilities No-Parking Areas
 - (ii) The layout orientation of parking slots, including the type of vehicle permitted
 - (iii) Applicable Parking Fee.
 - (iv) The location type of static dynamic signage to be installed
 - (v) 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
 - (vi) Solar powered parking facilities shall be encouraged
 - (vii) Have sufficient site distances for internal circulation during parking un-parking
 - (viii) Have efficient parking fee collection mechanism at entry or exit or both
 - (ix) 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
- (x) All the parking facilities should also facilitate the convenient parking for disabled
 - (xi) 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
 - (xii) The poles should be in accordance to the legalities governing such installations and should not compromise the aesthetics and functionality of the parking lots.
 - (xiii) 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
 - (xiv) The slope for access ramps in any parking facility should not be steeper than 1:50.
 - (xv) The equipment and component parts shall conform to the relevant standards by Bureau of Indian Standards wherever available. They shall further conform to the latest Indian Electricity Rules. In addition they can conform to some of the standards or codes as follows:

ANSI	American National Standards Institution
CCITT	Consultative Committee for Telephone and Telegraph
EIA	Electronic Industries Association
EN	Euro Norm
IEC	International Electro-technical Commission
IEEE	Institute of Electrical & Electronic Engineers
ISO	International Organization for Standardization
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association

b. Project Completion Report

Preparation and submission of as-built drawings for Mechanized Parking (Tower / Stack) (Tower / Stack) System for Four-Wheeler parking system, its structures, Electro-Mechanical Parts of structures and a Detailed Project Completion Report.

- Civil, Electric & Mechanical work including supply, installation, erection, testing, commissioning and construction of Mechanized Four-Wheeler Parking with Smart Management System. (SCOPE OF SERVICES) Construction of Mechanized Multi-Level Four-Wheeler which comprises of accommodation of minimum 140 Nos. of Four-Wheeler parking space including parking related amenities/facilities/infrastructures such as smart parking management, firefighting system, Civil work with plumbing and electrification, toilets, etc.
- Mechanized Multilevel Four-Wheeler Parking shall be for minimum 140 Nos. of Four-Wheeler.
- Dismantling of existing structures which comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and outside the municipal limit as per direction of engineer in charge including all leads and lifts.
- Shifting and re-installation of H.T. & L.T. Electrical lines, Telephone Lines, Water Supply Lines etc. The land shall be available for the Project development and construction while complying with applicable laws, including but not limited to the local building by-laws.
- Construction of Ticket counters, Control Room, Male and female toilets, Firefighting system arrangements, all electrification and plumbing work, Ventilation, Civil and finishing works etc.
- Provide, Installation and commissioning of smart parking system/solution including all software/hardware components.

The Successful Bidder will install, maintain, and operate an IT-Based Smart Parking System to collect parking fees 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:

15. 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 (tower/stack)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 Operation & maintenance 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.

16. 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. Deleted
- iv. Collect applicable Parking Fees using an IT-based system (Cash/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.
- v. 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.
- vi. Deleted.
- vii. Support the enforcement authorities by creating an information system via SMS and mobile application to report illegal parking to the concerned authorities.
- viii. Enlist trained professionals to operate the Parking System.
- ix. Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.
- x. 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.
- xi. To provide single space identification with LED indicators for all parking slots showing availability of parking lots.
- xii. 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.

17. 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.

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- v. Signage design, including specifications for layout, colour type face.
 - vi. Specifications for pavement curb markings, including layout, colour, and typeface.
 - vii. Fee collection procedures (Cash/ 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.

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

18.USER ACCOUNT

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 cash/cashless payment system.

1. 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 Sthrough 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.

2. 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, authorization, 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 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.

19. THIRD PARTY INTEGRATION

The Bidder 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 Bidder 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 (tower/stack)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 (tower/stack)is found to be unpaid, the System will immediately record the violation in the IT system place a fine on the vehicle record. The Bidder will take photos to document the location license plate of the vehicle. The Bidder 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 Bidder can remit the parking charges (hourly) for that particular parking slot for the time exceeding 1-hour post information delivery to the enforcement agencies from the monthly revenue to be shared.
- 5) The Bidder 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. The system must record archive images of all parking violations.
- 6) 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 Bidder.

In addition to the Development & Operational Controls covered in the previous Part, the Specifications Standards as defined in the Operation & maintenance 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 Bidder 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 Bidders must note that Indore Smart City Development Ltd. envisages a world-class facility in all respects expects international quality Standards from the selected Bidder, 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

20.IT SYSTEM CONTROL CENTRE

The Bidder 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
- xiv. Details of vehicles checked
- xv. Details of vehicles immobilized by the enforcement authorities

Website

The Bidder 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.

21.SMARTPHONE APPLICATION

The Bidder 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 (tower/stack)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 ICC
- e) Responsive interface to facilitate use on a wide range of devices and supporting both iOS and Android devices with different display sizes.

22. 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:

22.1 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.

22.2 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
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

22.3 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

22.4 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 color 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 color (RAL)
- j) Customized inscription on front plate (e.g. "PAY PARKING HERE")
- k) Illuminated Top with customized inscription (e.g. "PAY PARKING HERE")
- l) Illuminated user guidance of all entry slots dispensing slots
- m) Multi-rod security cabinet locking facilities with nine (9) locking points at the door
- n) Protective 4-Lock-System with high level security quality, high level key copy protection, highest level of drilling & core pulling protection highest manipulation protection
- o) Receipt printer
- p) Deactivation of the customer display after a pre-set switch-off time following last payment
- q) Unit can be set into "standby" mode with reduced energy consumption, based on a freely definable time profile.
- r) Remote or manual wake-up command (wake-up by motion detection via radar)
- s) Payment of Short-Term User (Hourly User) media.
- t) RFID (Contactless) Short-Term User (Hourly User) media processing calculation of tariff.
- u) Payment of over stay fees for Long-Term User (Seasonal User) media.
- v) Extension of validity of Long-Term User (Seasonal User) media with pre-payment contract.
- w) RFID (Contactless) Long-Term User (Seasonal User) media, fully integrated into Car Park Management System.
- x) Automatic production of parking media as substitute for a lost Short-Term User media at a fixed rate by pressing a button
- y) Remote handling of substitute parking media for processing of lost Short-Term User media.
- z) Half-Duplex Intercom sub-station
- aa) Interface to Integrate CCTV Camera
- bb) Industrial embedded PC for the self-sufficient control of the device
- cc) Barcode/ QR-Code Scanner for processing of third-party barcodes as means of payment or discount
- dd) Software evaluation of third-party Barcodes/QR-Codes as vouchers

23. SITE DEVELOPMENT RELATED SPECIFICATIONS

23.1 Car Park Management System

- a) Supporting 64-bit Microsoft Windows® Operating Systems
- b) Open software architecture (API / Universal Interfaces)
- c) Management of authorization 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

23.2 Business Intelligence

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

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

23.3 User Logging Audit

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

23.4 Difference Counting Module

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

23.5 Alarm Management Module

- a) Integrated software module for the management of alarms or events generated by the field devices or the users of the car park management system
- b) Alarm prioritization for efficient action clear instructions to staff
- c) Configuration of costumer 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

23.6 User Administration Module

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

23.7 Tariff Module

- a) Software module for the management of parking fees allowing to modify or create a customized tariff structure
- b) “Lost ticket at exit” feature (fixed or variable tariff)
- c) Separate accounting on validation schemes

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- 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

23.8 Power Management Module

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

23.9 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.

23.10 Structural

- a) The basic structure shall be made of Structural Steel, designed for all Dead & Live loads (500 kg/sq.m.), Wind Pressures (in accordance with IS: 875, Part-3 of 1987) seismic forces (seismic zone II Standards in accordance with IS: 1893-2002), etc., shall be in accordance with the latest Indian Standard Codes.
- b) Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 842:2006. 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) Bidder is advised to carry out their own investigations related to soil condition, strata, and bearing capacity other characteristics of the project locations.

23.11 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 conform to IS 7537(Part 0/Sec 0): 1974 of BIS.

23.12 Smart Parking Bidder's responsibilities

- a) The Bidder 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 Bidder 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 Bidder should give their complete program for different stages of execution including planning, designing, fabrication erection, etc.
- c) During the construction period, the Bidder 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 Operation & maintenance Agreement.

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- d) The Bidder 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 as per the approved drawings and to be tested for routine type tests Installation of cables, earthing and works as per relevant IS or international codes.
 - g) The commercial space (as approved by ISCDL) provided to the Bidder 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.

24.MAINTENANCE PERFORMANCE STANDARDS

23.1 Preamble

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

23.2 Maintenance Work

- a) The Bidder 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.

23.3 Maintenance Performance Standards

- a) The Bidder shall maintain the Project Facility in good usable condition throughout the Operation & maintenance 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 Bidder in terms of the Operation & maintenance Agreement in sound, durable functional condition.

25. REPORTING MONITORING

25.1 Reporting

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

- a) To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by 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. (ISCDL) through electronic means like web-based access with password security emails, etc. The report should include latest data, if the authorized report seeker does not specify period.

25.2 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. (ISCDL) 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 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.

25.3 Service Level Agreement

- a. The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Bidder to End Customer 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 Bidder 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.
- d. No offline billing of parking charges will be allowed. The Bidder has to make standby arrangement of the internet/network connectivity in case the online system is down at any time. The Bidder has to keep spare hand-held devices, computers, network equipment and other equipment so that the system will be operational all times.
- e. It is expected that the Bidder 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 Bidder should also safeguard the Application Security and Application Integrity.
- f. For delay in completion of the work, the Contractor would be charged with a penalty as follows, in addition to application of Liquidated Damages and forfeiture of Performance Security (if applicable)

PENALTY:

S. No.	Delay (Months)	Penalty for delay during Construction /Implementation Period
1.	Up to 3 months	(0.3% of the Amount of the Project per month)
2.	More than 3 months and upto 6 months	(0.6% of the Amount of the Project per month)

3.	More than 6 months and upto 11 months	(1.5% of the Amount of the Project per month)
4.	Delay beyond 11 months	(10% of the Amount of the Project and contract will be terminated)
S.No.	Condition of Delay	Penalty During Comprehensive Operations & Maintenance Period
1	If any complaint of over-charging or collecting parking charges outside the parking area defined in RFP document or subsequently allotted is received from the complainant or any violation is noticed, the same shall be investigated by the Indore Smart City Development Ltd.	A penalty of minimum amount of Rs.10,000/-for each such incident shall be imposed on the Contractor for repeated violation, action shall be taken against the Contractor as per clause of this RFP to terminate the Agreement.
2	The Contractor has to ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot. Any deviation from each such situation a penalty will be levied from the Contractor	For each such violation a penalty of Rs. 2,000 per vehicle per incident will be imposed
3	The Contractor has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot.	For each such violation a penalty of Rs. 5000/- (Rupees Five Thousand per vehicle) per incident will be imposed.
4	For non-operation of database on any of the day	Rs. 10000/- (Rs. Ten Thousand) per day
5	a. The uptime commitment of all the parking sensors, LED display, or any other equipment/ communication devices used for real-time availability of parking spaces its billing is 99% b. The uptime commitment of all the CCTV related equipment its communication devices is 98%	A penalty of Rs. 5000/- Per parking lot per Hour of downtime beyond the specified percentages in the adjoining column to be levied from the Contractor
6	If the online information of parked vehicles/availability of parking is not matching with the actual position (99% accuracy)	A penalty of Rs.5000/- (Rupees Five Thousand) per parking lot per day will be imposed.
7.	Delay in retrieval	Rs. 500/- per instance per vehicle of or four-wheeler.

- (i) Payments of liquidated damages shall become due immediately upon failure to achieve a Key Milestone. Authority shall be entitled to withhold from payments due, offset against other obligations, deduct from Retainage, and draw down on letter(s) of credit or performance securities any and all liquidated damages due from the Contractor.

- (ii) Nothing in this clause shall operate to restrict any other rights and remedies available to Authority at law or under this Agreement.
 - (iii) The Contractor shall not be considered in breach of its obligations under this Clause on account of any of the following, for the duration thereof:
 - a. Compliance with a request from SPV;
 - b. the directions of any Government Agency;
 - (iv) In case the contractor after signing the agreement, fails to mobilise or perform the scope of work agreed through SLAs or this agreement, the contractor shall not only be terminated but blacklisted.
- g. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
- i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of Indore Smart City Development Ltd.
Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized 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 Bidder for every instance of occurrence if not responded as per the timelines mentioned in the table below:

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

The response time refers to immediate remedial action taken preventive measures updated by the Bidder 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 Bidder 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 Bidder 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 Bidder in the following cases

- In case of a force majeure event affecting the SLA, which is beyond the control of the Bidder. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.

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- Theft cases by default/vandalism would not be considered as “beyond the control of Bidder”. Hence, the Bidder should be taking adequate anti-theft measures, and Insurance as required to maintain the required SLA.

26. Review of SLA Parameters

The SLA design is based on the scope of services to be delivered by Bidder. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Bidder. The purpose of this review is to reassess the SLAs based on the first three months“ 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 Operation & maintenance Agreement.

27. OTHERS TECHNICAL SPECIFICATIONS

- 27.1 The building shall be designed in accordance with the latest Indian Standard Codes and
- Shall be designed to resist wind and seismic forces.
 - RCC Structures shall be designed as per IS 456:2000.
 - Steel Structures shall be designed in accordance with the provision of IS 800-1984.
 - Structural steel shall conform to IS 842. Tubular section shall conform to IS 4923.
 - Architectural design norms as per NBC (National Building Code – 2005).
 - Structural Design norms as per NBC and BIS (Bureau of Indian Standards)
- CONTRACTOR shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural drawings.
- A. The CONTRACTOR shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the CONTRACTOR for the test,
- B. The work shall be carried out in accordance with the Architectural drawings and structural drawings. Before commencement of any item of work, the CONTRACTOR shall correlate all the relevant architectural and structural drawing issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge for immediate decision before execution of the work. The CONTRACTOR alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim, whatsoever shall be entertained on this account.
- C. The CONTRACTOR shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other CONTRACTOR`s) or by the Engineer-in-charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other CONTRACTOR or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- D. The rates of different items of work shall apply to all heights & depths unless otherwise specified.
- E. Site Electricians / Other Electrical Personnel: The CONTRACTOR shall engage qualified and competent electricians and other electrical personnel while working for safe execution of contract. The electricians and other electrical personnel must possess

requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted. Rating of fuses and circuit breakers used for protection of circuit should be coordinated. Flexible cords with the conductor cross sectional area smaller than 1.5 mm should not be used. Socket outlets, plugs and cable coupler should be of the water splash proof type, so minimum IP44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 3.0 meters. The CONTRACTOR shall employ qualified, full time Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words 'DANGER-HIGH VOLTAGE' approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by Engineer-in-charge should be- complied with by the CONTRACTOR.

- F. Welding and Cutting Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch Domestic LPG cylinders shall not be used for Gas welding and cutting purpose. DCP or CO₂ type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

27.2 Steel

- F.1 All finished steel shall be well and cleanly rolled to the dimensions and weight specified by BIS subject to permissible to tolerances as per IS: 1852. The finished materials shall be reasonable free from cracks, surface flaws laminations, rough and imperfect edges and all other harmful defects and shall be painted with anti-corrosive paint
- F.2 Steel Sections, shall be free from excessive rust, scaling and pitting and shall be well protected. The decision of the Engineer-in-Charge regarding rejecting any steel section on account of any of the above defects shall be final and binding and shall be painted with anti-corrosive paint.

27.3 Fabrication

- F.3 Fabrication shall generally be done as specified in IS : 800.
- F.4 In major works or where so specified, drawings giving complete information for the fabrication of the component parts of the structure including the location, type, size, length and details or fivers, bolts or welds, shall be prepared in advance of the actual fabrication and approved by the Engineer-in-Charge. The drawings shall indicate the shop and field rivets, bolts and welds. The steel members shall be distinctly marked or stenciled with paint with the identification marks as given in the shop drawings.
- F.5 Great accuracy shall be observed in the fabrication of various members, so that these can be assembled without being unduly packed, strained or forced into position and when built up, shall be true and free from twist, kinks, buckles or open joints. Wooden or metal sheet templates shall be made to correspond to each member, and position of rivet holes shall be marked accurately on them and holes drilled. The

templates shall then be laid on the steel members, and holes for riveting and bolting marked on them. The ends of the steel members shall also be marked for cutting as per required dimensions. The base of steel columns and the positions of anchor bolts shall be carefully set out at the required location.

27.4 Erection

Steel work shall be hoisted and erected in position carefully, without any damage to itself other structures and equipment and injury to workmen. The method of hoisting and erection proposed to be adopted by the CONTRACTOR shall be got approved from the Engineer-in-charge in advance. The CONTRACTOR however shall be fully responsible for the work being carried out in a safe and proper manner without unduly stressing the various members and proper equipment such as derricks, lifting tackles, winches, ropes etc. shall be used.

27.5 Overall Design Parameters

F.6 The codes and standards applicable for the design of the Project / Project facilities are given below:

Building Works and Electrical System	Road / Pedestrian Path Works
I. Central public works (CPWD)	I. Indian Road Congress (IRC) codes and standards
II. Bureau of Indian Standards (BIS)	II. Relevant Building Byelaws (on Parking Space)
III. National Building Codes (NBC); and	
iv. MPPWD Standards	
IS 456-2000	Plain and reinforced concrete-code of practice
IS 875	Code Of practice for design loads for buildings and structures
Part 1: 1987	dead loads- unit weights of building material and stored material
Part 2: 1987	Imposed loads
Part 3: 1987	Wind loads
IS 1893: 2002	Criteria for earthquake resistant design of structures
IS 13920: 1993	Code of practice for ductile detailing of reinforced concrete structures subjected to seismic forces
IS 800:1984 & 2007	Code of practice for general construction in steel
IS 3370 Part 1 TO 4	Code of practice for liquid retaining structures
IS 2911 Part 1 TO 4	Design & Construction of Pile Foundation
SP-24-2000	Explanatory Hand Book on Indian Standard Code of Practice for Plain and Reinforced Concrete
BS 8110: 1997	Plain and reinforced concrete-code of practice (British standard)
SP-16-2000(Design Aids for Reinforced Concrete)	Design Aids for Reinforced Concrete to IS 456.
SP-34-1987	Hand Book on Concrete Reinforcement and Detailing.

IS 1343:2012	Code of practice for pre-stressed concrete (First Revision)
Soil Report	

F.7 Electrical system shall be provided as per the following applicable codes:

Sr. No.	Code No.	Application Details
1.	IS-10118 (Part I), 1982	Code of practice for selection, installation and maintenance of switch gear & control gear.
2.	IS-732, 1989 Rev.3	Electrical wiring system
3.	IS-3043, 1987	Code of practice for earthing
4.	IS-13032, 1992(Rev.2)	MCB distribution boards for voltage up to and including 1000V AC
5.	IS-12640, 1988	Residual current operated circuit breakers
6.	IS-649, 1990 (Rev.-3)	PVC insulated cabled for working voltage upto and including 1100 V AC
7.	IS- 9537 (Part-I), 1980	Conduits for electrical installations general requirements
8.	IS-13118, 1991	Circuit breakers- general requirements
9.	IS-13947 (Part-III), 1993	Air break switches for voltage not exceeding 1000V AC or 1800 V DC
10	IS-1248 (All parts), 1983, 1984, 1993	Electrical direct acting instruments
11	IS-2147, 1962	Degree of protection provided by enclosures for LV switches gear and control gear.
12	National Electrical Code Part-4 Appendix	Recommended values of illumination and limiting values of glare index-Industrial Building (parking space Indoor and outdoor)

Where the aforesaid are silent on any aspect, the following standards in order of preference shall be adopted in consultation with the independent Engineer, unless otherwise specified in this schedule:

- i) Euro norm standards En: 14010: 2003 for parking structure safety.
- ii) American National Standard Institute (ANSI)
- iii) International standards organization (ISO)
- iv) British Standards (BS)
- v) National Fire Protection Association of America (NFPA)
- vi) Safety code of Mechanized Parking (Tower / Stack) (Tower / Stack) garage equipment of America (ASA.A113.1)
- vii) American Society of testing materials (ASTM)
- viii) International Society for Measurement and Control (ISA)
- ix) ISO 9000
- x) Kis & Jis Standards
- xi) Americans with Disability Act Accessibility Guidelines
- xii) American Association of State Highway and Transport officials (AASHTO)
- xiii) American Society of Mechanical Engineers code on storage retrieval (S/R) machines

and associated Equipment (ASME B30.13)
xiv) National Mechanical code of America (NMC)

1. Any other standard proposed by the Bidder and approved by the Owner /Architect.
2. The BIDDER shall provide illuminated signage in accordance with NBC/ IRC/ Norms at suitable locations within the parking facility. The scheme for signage shall be finalized in consultation with the independent Engineer.
3. The Bidder shall provide the fire safety arrangement as per National Building Codes/ DIS codes or any widely accepted international codes.
4. The above-mentioned specification / codes are indicative only; any other code / specification required for development for parking facility will be applicable even though not mentioned above.

System Specifications of Six Level Six Grid Over Ground Four-Wheeler Parking System with Electro Mechanical Technology

Sr. No.	Item	Detail Description
1.	Model Proposed	Mechanized Parking (Tower / Stack) (Tower / Stack)
2.	No. of Levels	6 Level (It is 6 level no restriction in Height, Height of parking as per bidder design. As per Norms keeping Provision of SUV at ground at Ground floor for four-wheeler parking and 6 stack parking for two-wheeler parking.)
3.	Minimum Number of 4-Wheeler Requirement	Nos.
4.	Clear Length of the System	As Per Design
3.	Clear Width of the System	As Per Design
5.	Allowable Car Dimensions on Ground Floor (Length X Height X Width)	As per requirement & specification for Suv's vehicles
6.	Allowable Car Dimensions on First Floor to Fifth Floor (Length X Height X Width)	As per requirement & specification for sedan vehicles
7.	Total Allowable Clear Height of the System	As per design
8.	Type of System	Electromechanical System
9.	No. of Front Columns	As Per Design
10.	No. of Rear Columns	As Per Design
11.	Load on each Front Column	As Per Design
12.	Load on each Rear Column	As Per Design
13.	Power rating of the Lifting Motor	As per Design requirement
14.	Power rating of Ground Floor Motor for Horizontal movement	As per Design requirement
15.	Power rating of First Floor & Second Floor Motor for Horizontal movement	As per Design requirement
16.	Type of Motor	As per Design requirement
17.	Type of Pallet	Galvanized Corrugated sheet

Sr. No.	Item	Detail Description
18.	Type of System	As per Design requirement
19.	Wheel Stopper	As per Design requirement
20.	Type of Operation	As per Design requirement
21.	Safety Devices	
22.	(a) Photo sensors	As per Design requirement
23.	(b) Antenna Type Limit Switch	As per Design requirement
24.	(c) Cam limit Switch	As per Design requirement
25.	(d) Geared Motor With Brake	As per Design requirement
26.	(e) Emergency Stop	As per Design requirement
27.	Average Retrieval Time per operation	Approx. 90 Sec
28.	Operating Panel	Standard
29.	Control Panel	Standard

NOTE: - The above technical specifications described are minimum tender conditions. No deviation will be accepted below the specified specification.

27.6

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27.7 Cost Control:

The contract price of the total work is divided among different component of works as per the percentages specified in 'Payment Schedule' Appendix F and F1 and payments will be regulated accordingly. Contractor shall be paid as per payment Schedule mentioned under Appendix F.

27.8 TECHNOLOGY SPECIFICATIONS STANDARDS

PREAMBLE

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

In addition to the Development & Operational Controls covered in the previous Part, the Specifications Standards as defined in the 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 Bidder shall construct, operate, maintain, manage the proposed project facilities strictly conforming to the relevant Indian Standards, Bureau of Indian Standards (BIS), the best industry practices, internationally acceptable norms for street furniture. Whether the requirements are explicitly stated or not in the RFP documents, the Contractor must note that Indore Smart City Development Ltd. envisages a world-class facility in all respects expects international quality Standards from the selected Bidder, 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

27.9 *IT System Control Centre*

The Bidder 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
- xiv. Details of vehicles checked
- xv. Details of vehicles immobilized by the enforcement authorities

27.10 *Website*

The selected agency 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.

27.11 *Smartphone Application*

The selected bidder 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.

27.12 *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.

Facebook page with regular updates about the system, user tips, photos, other information.

MPUADD Specifications for Civil Works: (The soft copy of the specifications is available at departmental website <http://www.mpurban.gov.in/StandardSchedule.asp>)

MPPKVCO.LTD SPECIFICATIONS FOR ELECTRICAL WORKS: *The Provisions of General/ Special Conditions of Contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the employer shall form part of the technical specifications of this work.*

The works in General shall be carried out as per latest MP-UADD Specifications, (updated with corrections slips issued up to last date of submission of tender) unless otherwise

specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.

For items not covered under MP-UADD specifications with correction slips or those specifications are not given in the technical specifications appended or not incorporated in the nomenclature of the individual item, the work shall be done as per latest relevant BIS Codes of Practice or as per approval of Engineer-in-charge.

All the works shall be executed as per the approved drawings/ designs. The patterns shown in the tender drawings can be modified as per the site requirements by the Engineer-in-charge and nothing extra whatsoever shall be payable over and above the quoted rates.

Material should be of the best approved quality obtainable and they shall comply to the respective Indian Standard Specifications. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Client/Engineer In- Charge.

However, no claim on account of delay in payments, which might occur due to reasons beyond the control of the Indore Smart City Development Ltd., shall be entertained.

Contractor's price bid as approved shall be divided among components of work as per Appendix F of schedule of payment to their respective percentage as stipulated in schedule of payment Appendix F and same shall be considered for payment.

The schedule of Payment Appendix F shall supersede all mode of payment(s) / payments schedule (if) stipulated anywhere in tender document.

The proportion of different component of work as compared to overall cost of project is as per stipulation in Appendix F of schedule of payment.

The payment shall be released only as per work done and respective component of work has been completed and/or levels are achieved or erection, fabrication, commissioning has achieved.

Contractor shall record the joint measurements for work carried out as per procedure laid down by UADD for purpose of keeping record and same shall be got checked from competent authority before payment. All hidden measurement shall be got 100% checked from the competent

authority before payment. The contractor shall produce results of quality control tests and manufacturing certificates and Quality Certificate from the government approved NABL laboratory. If the test result do not fulfill the stipulated criteria laid down in specifications the payment will be limited as per the provisions in the specification(s) and if number of results fail beyond the limit of acceptance, then the contractor shall not be paid unless he rectifies all such imperfect work(s). The decision of the Engineer-in-Charge in respect of the matters pertaining to the quality control shall be final and binding on the Contractor. It will not for payment purpose but for keeping record of the structures as designed.

28.DETAILS OF PAYMENT SCHEDULE

The Chief Executive Officer of ISCDL shall have full powers to fix interim rates within the components. In case of any deviation/alternations/modifications of methodology leading to change in components or its quantity or incorporation of new items of work, the Chief Executive Officer shall have full powers to revise the breakup components keeping the contract price same as quoted by the bidder.

APPENDIX – F 1

29.PAYMENT SCHEDULE FOR

Surveying, planning, investigation, sub-soil exploration, fixing layout, designing, drawing, and supply, installation, erection and commissioning of Mechanized multilevel Smart parking for minimum 140 Nos. of Four-Wheeler Parking. Smart parking system and LED signage at different location of parking to guide visitor with other amenities, such as construction of Ticket counters, Control Room, Male and female toilets, Firefighting system arrangements, all electrification and plumbing work, Ventilation, Civil and finishing works.

- a. Upon receiving a report from the Engineer in Charge certifying the achievement of the below mentioned Payment Milestones.
- b. The payment shall be payable as per the Payment Milestone given below during Construction Period shall be as under:

S. NO.	Stages of Work	PERCANTAGE OF "BID AMOUNT"
1.	After survey, investigation, layout, design-drawing, etc. for a. Fabrication, erection and commissioning of Mechanized multilevel Smart parking solution for minimum 140 Nos. of Four-Wheeler Parking with smart solution. b. Ticket counters, Control Room, Male and female toilets, Firefighting system arrangements, all electrification and plumbing work, Ventilation, Civil and finishing works etc.	2.5
2.	After Shifting and re-installation of H.T. & L.T. Electrical lines, Telephone Lines, Water Supply Lines etc. After Dismantling of Existing Structures and removal of Debris and deployment of machinery at site for all civil works	2.5

S. NO.	Stages of Work	PERCENTAGE OF "BID AMOUNT"
3.	After Construction, Completion of Fabrication/Manufacturing/Erection, Supplying of materials of Mechanized multilevel Smart parking for minimum 140 Nos. Parking. Running Bills will be paid as detailed below :-	60
I.	15% on delivery & installation of structural work at site of each module on prorata basis.	
II.	15% on delivery & installation of drive assembly and pallets of each module on prorata basis.	
III.	10% on delivery & installation of electrical spares and control panel of each module on prorata basis	
IV.	20% on Commissioning and handing over of the Car Parking Module on prorata basis.	
4.	After Providing, supplying of material, Installation and commissioning of smart parking system/solution including all software/hardware components with LED signage etc.	2.5
5.	After Construction of Ticket counters, Control Room, Male and female toilets, Firefighting system arrangements, all electrification and plumbing work, Ventilation, Civil and finishing works, storm water management and other miscellaneous works as per approved design-drawing, specifications of UADD, relevant I.S.Codes and circulars issued by the Department from time to time.	2.5
6.	After successful Operation and Maintenance – 1st Year	2
7.	After successful Operation and Maintenance – 2 nd Year	3
8.	After successful Operation and Maintenance – 3 rd Year	4
9.	After successful Operation and Maintenance – 4 th Year	5
10.	After successful Operation and Maintenance – 5 th Year	6
11.	After Six months of Comprehensive Operation and Maintenance is over and after successful transfer of the facility to Indore Smart City Development Ltd. Indore as per the satisfaction of Engineer-in-Charge.	10
	TOTAL	100

Note: 5% of the payment shall be deducted for security deposit

on each stage.

c. Provided that in case of Change of Scope, the Physical Progress shall be recalculated to account for the changed scope.

d. In case, there is a delay in achieving the Milestone, the payment shall be made on prorata basis of the particular milestone.

Section – 7 Special Conditions of Contract [SCC]

7.1 Obligations of the Authority

General Obligations of the Authority

- a. The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. The data and information given in the Contract Document are based on the investigations, planning and designs carried out so far.
- b. The data considered for the project planning have been included in the bid documents. The Contractor shall, therefore, satisfy himself about the adequacy and accuracy of the said data/information and interpretation thereof and collect fresh data/additional data/information and carry out/conduct further investigations and studies. The Employer shall not be responsible for the accuracy/adequacy of the data/information and interpretation thereof by the Contractor.

- c. Applicable Permits

- i. The Authority shall, upon written request, grant all Applicable Permits or ensure procurement thereof, with reasonable promptness that are required for the implementation of the Project at the appropriate stages of the Project and which are in its authority to grant, subject to the Contractor or the relevant applicant complying with the eligibility criteria for the grant of such Applicable Permits and making the requisite payments, if any;

Provided that nothing contained in this sub-section (a) shall relieve the Contractor of its obligation under this Agreement to obtain the Applicable Permits/licensed and of being in compliance with the requirements thereof; provided further that the Contractor (i) shall be required to provide the relevant details and such other information to the Authority as the Authority may reasonably require and (ii) keep the Applicable Permits in force and effect throughout the construction Period.

- ii. The Authority shall, upon written request, facilitate procurement to the Contractor and the persons claiming through or under it at Contractor's Cost, all the Applicable Permits/license from Government Authorities (GOI), including licenses to import equipment and materials required for the Project and immigration clearances, employment and residential permits for any foreign personnel, and as applicable their dependents, engaged or employed by the Contractor /such persons in connection with the implementation of the Project, including renewals thereof.
- d. Upon written request from the Contractor, assist the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water, power and telecommunication facilities at rates and on terms no less favorable to the Contractor than those generally available to commercial customers receiving equivalent facilities/utilities do.
- e. The contract period would be considered after the site clearance. All the legal facilities for clearing of the site shall be provided by Indore Smart City Development Ltd.

7.2 Obligations of the Contractor

1. 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

Indore smart city development limited (ISCDL) or Authority or the relevant government agency or Government of Madhya Pradesh, as the case may be.

2. The Bidders must note that they would be required to follow all applicable laws for construction and development of the Project including maintenance.
3. However, under no circumstances, the land or building or facilities constructed or installed at the Project or Site shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including lenders / financial Institution(s)/ banks.
4. The Successful Bidder or Contractor shall be responsible to carry out their own assessment of the project cost. The final cost may vary after the end of construction period and the Authority shall not be responsible for any change in the construction cost.
5. The Successful Bidder shall also require to submit 10 years Structure stability certificate of all component of Mechanized Parking (Tower / Stack) (Tower / Stack) system from Shri Govindram Seksaria Institute of Technology and Science Indore or from any Government Engineering College of Madhya Pradesh.
6. The contractor shall have to carry out the following additional activities at his own cost.
 - a. Demolition of existing RCC/ Brick work/ stone masonry structure including platform, foundation etc., i.e., complete in all respects.
 - b. The dismantling, levelling and demolition of all structures, including, buildings, below-ground, foundations, parking areas, driveways, utility installations located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all structures and debris therefrom up to a limit of 15 KM from the construction site.
7. The demolition works shall also include but not limited to the following.
 - a. Barricading the plot to ensure safe working conditions.
 - b. Demolition of buildings with Hydraulic Breakers/ manually or as may be required.
 - c. All dismantled material will be property of the contractor. The contractor will quote the rates accordingly.
 - d. Debris Management permission from the local Municipal Corporation, as may be necessary and required as per C & D Waste Rules 2016.
 - e. Removal of Foundations below ground level.
 - f. Excavation of Soil to the required depth.
8. The successful contractor also needs to ensure that
 - a. Vibration & Noise do not cause problems to the neighboring areas.
 - b. Less flying falling debris.
 - c. Extremely efficient method is adopted during demolition.
 - d. Dust Control is ensured.
 - e. Steel Reinforcement, Steel rolling shutters, girders, GI roof, doors and window shutters thus generated be salvaged carefully and credit is considered while quoting rates as mentioned in 8(c) above.
9. The construction will begin with the transplantation/ cutting or removal of existing Trees if any at the site; the responsibility of the same shall lie with ISCDL/ IMC.

The Contractor shall also:

- a. comply with all applicable safety regulations,

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- b. take care for the safety of all persons entitled to be on the Site,
 - c. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to the persons.
 - d. Provide fencing, lighting, guarding and watching of the Works until completion and taking over and
 - e. Provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and workers.
 - f. The Contractor has to ensure that the waterproofing works included in this contract were installed in strict accordance with all requirements of the plans and specifications and in accordance with manufacturer's instructions for application.
 - g. The site shall have to be sprinkled with water so that dust settles down. Dust control sprinkling shall have to be done several times a day during hot, dry weather depending on the site requirement.
 - h. Contractor shall ensure safe workplace and shall install safety signs. Quantity of any item can be increased or decreased as per requirement of site.
 - i. The contractor shall be responsible for perform all inspection, third party inspection, Quality Audit and testing required related to parking by the private or government organization on his cost.

7.3 Special Conditions for Electrical Works

- I. **I.E. Rule and Approval of Electrical Safety Dpt. And MPPKVCL :** The complete electrical work shall be done as per the Indian Electricity Rules amended till date and as per relevant I.S. specifications amended till date. The Electrical Installation and all Related Drawings shall be got approved from Electrical safety dept. at no extra cost. The amount deposited by the contractor in Govt. Treasury for inspection of Electrical Safety Dept. shall not be reimburse to the contractor. The approved Drawings and Inspection Report of Electrical Safety Dept. shall be submitted to Engineering In-charge in original.
- II. The Electrical Contractor /Sub Contractor caring out all Electrical Work Must possess a Valid 'A' Class Electrical Contractors License Issued by Electrical Safety Dept. Govt. of M.P.
- III. The contractor shall make his own arrangements for supply of water and electricity at his expense required for execution of work. The ISCDL shall neither make any such arrangements nor shall make any payments in this regard.
- IV. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution for work whatever the cause of delay may be including delay arising out of other materials, supply of materials, transportation for any matter related with MPPKV Co. Ltd. & Electrical Safety Department or any other reasons whatsoever, the ISCDL shall not be liable for any claim in respect thereof.
- V. Safety, security of the items installed by the contractor at site shall be responsibility of contractor at his risk and cost for the entire execution period and during 5 years O&M/ period. The contractor shall have to get insured all material installed by him against any damage, accident or theft.
- VI. The contractor shall be responsible for the safety of his labour and other engineers, staff deputed by him and any citizen at site at his cost and risk. The contractor shall have to get insured all of his labour, engineers and other staff, third party against any

accident, injury or death. ISCDL shall not be responsible for any accident, loss, injury or death of any contractor's or third-party person whatsoever.

- VII. General Arrangement (GA) and Electrical drawing of the various panels should be approved by the Engineer In charge of ISCDL.
- VIII. Final decision will be taken by ISCDL Engineering In-charge.
- IX. The contractor shall design the illumination scheme with LED type fixtures, brackets, smart controls, software, panels and circuits offered by his company to achieve the lux levels and smart controls as per tender guidelines for each get it approved by Engineer In-charge.
- X. The contractor shall give the inspection notice before or at least 10 days prior to the last date of supply of any batch of material. The material will be dispatched by the supplier after inspection by the representatives of ISCDL if required by Engineer in-charge.
- XI. ISCDL's representatives will visit the manufacturer's work and witness the tests as per specifications on each type of lighting fixtures as per the samples selected by ISCDL's representatives. The sample of the material may also be sent to the government approved NABL laboratory at the cost of contractor for any kind of specific test required by ISCDL. Supplier shall submit the schedule with date, time & venue of the inspection to ISCDL in writing for the inspection of material. ISCDL is authorized to get the material tested from the approved laboratory at the contractor's cost for any kind of specific test if required. The contractor needs to make arrangements for Factory Inspection at his own cost for Luminaires, Pole, Brackets etc. Inspection will be carried out at manufacturer's premises only.
- XII. LED luminaires and Poles should conform to the various National / International standards for safety & performance. Luminaires shall conform to Performance Requirements as defined in IS 16107 Part 2/Sec 1. Manufacturer should provide test reports as per LM 79 & LM80. Luminaires should conform to the IS standards for Safety & Performance and test certificates as per IS 16107 or as required should be provided by the manufacturer.
- XIII. It shall be the duty of the contractor to arrange all clearances, NOCs from Electrical Inspector MP Govt, to coordinate and peruse the officers of MPPKV Co. Ltd. for periodical inspections during the currency of contract and final inspection of the work and get the complete installation electrically charged and also contractor shall be responsible for arranging such clearances No extra payment shall be made to the contractor in above account.
- XIV. Post installation and commissioning, the contractor shall be responsible for maintenance of entire electrical installation and lighting system installed by him for the period of 5 years on his own risk and cost basis. The responsibilities of contractor shall be as mentioned below:
 - i. To ensure timely automatic switching on/Off as per programme.
 - ii. To ensure that all lighting fixture and associated panels, controls, automation, software etc. are in working condition all time.
 - iii. To ensure that if any lighting fixture or component develops any fault, it has to be rectified promptly to escape the penalties mentioned in the tender.
 - iv. To carry out preventive maintenance of the system as required.
 - v. To coordinate with MPPKVCL/ power distribution company to ensure the smooth operations.
 - vi. To ensure the insurance of entire lighting system, Engineers, staff, labour, workmen all which are involved in the work on his own cost.
 - vii. To replace the damaged component in the lighting system if the same is damaged

due to accident. The contractor has to replace the damaged Poles, Light Fixture. For this Extra payment shall be made as per quoted Tenders Rates.

- viii. The contractor shall ensure to provide proper tools, tackles, hydraulic trolley vehicles, ladders, vehicles, instruments etc. to ensure smooth running of lighting system and safety measures.
 - ix. The contractor shall establish store and testing facility to ensure proper stock of spares and facilitate testing of all components of lighting system.
 - x. All workmen, staff and engineers of contractor shall ensure that all installation, maintenance activities are carried out with full safety and by using all safety aids like helmets, gloves, earthing devices, testing gadgets.
 - xi. The contractor must ensure that electrical earthing shall be provided as per rules and IS codes in entire lighting system to ensure human and equipment safety.
 - xii. Coordination with ISCDL engineers and staff during work execution shall be in contractor's scope.
 - xiii. During operation and maintenance period all the expenditure including electrical bills etc. shall be born by contractor.
 - xiv. And during O&M electrical bill pay by the ISCDL
- XV. Penalties during maintenance period

If the contractor fails to deliver the desired results in the installed electrical system, lighting system as per the tender guidelines following penalties shall be applicable for noncompliance:

- i. If contractor fails to rectify ISCDL have right to get the faulty item rectified or replaced on contractor's cost and risk basis.
- ii. If contractor fails to rectify Faults during Defect liability period on Time. ISCDL shall have right to impose penalties on contractor.

7.1.1 APPROVED MAKES:

- 1. LED fixtures Make Phillips /Bajaj / Wipro / Havells or Any other national or multinational & internationally reputed brand with good presence in India, upon prior approval by ISCDL Engineer In charge.
(Models of these makes which conforms to the technical specifications of this tender upon prior submission of sample for approval of ISCDL Engineer In charge).
- 2. Wire / Cables Finolex / Havells / Polycab / RR
- 3. Switchgear, timer, contactor etc L&T/ ABB/Siemens / Hager/ Legrand
- 4. Smart control hardware: reputed make with five years warranty.
- 5. CSS 11KV/.440Volt Make Should be Simens , Schiender, ABB .
DG Set Make Should be Cummins, Kirlokar, Sterling Wilson

Section – 8 Operation and maintenance Fees for Parking

8.1 Parking Fee

Parking Fee/ Parking Rates

S. No.	Vehicle Type	Day Parking Charges in Rupees (8 AM to 10 PM)		Night Parking Charges in Rupees (10 PM to 8 AM)		Enforcement against illegal parking in prohibited areas	Monthly Passes*
		For the 1 st two hours	Hourly Rate for further hours	Hourly Rate	Overnight Rate		
Rates for the First Year							
1	Four Wheelers	Rs.25/-	Rs.15/-	Rs.15/-	Rs.75/-	Rs.750/-	Rs.2,000/-

***Monthly Passes shall be valid for 10 hours in a day/night.**

1. The Concessionaire shall not collect any Fee in relation to Exempted Vehicles.
2. Subject to the Fee Notification, the Concessionaire may formulate, publish and implement appropriate scheme(s) for frequent users as may reasonably be required by local circumstances from time to time.

Section – 9 FORM OF AGREEMENT

Deleted

Price bid

S. No.	Description	Estimated Project Cost	Quoted % by the contractor above or below	
1	Four-wheeler Mechanized Parking for 140 Nos. Vehicles at Two different locations Near 56 Shops in Indore. including 5 years O&M	Rs. 9.80 Cr.		