

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

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Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL)

Name of work: Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking locations in Nashik on PPP model.

Date: 5th January 2018

EMD Amount: Rs. 24,17,000/-

Tender Fees: Rs. 5000 + SGST (9%) + CGST (9%)

Address:

The Chief Executive Officer, NMSCDCL

Nashik Municipal Corporation,

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RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

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Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether orally or in documentary or any other form by or on behalf of the Nashik Municipal Smart City Development Corporation Limited or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP.

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

This RFP includes statements, which reflects the intentions of the NMSCDCL in relation to the engagement of agency for implementation of Smart Parking Systems on PPP mode.

The NMSCDCL 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 NMSCDCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

SECTION I: INSTRUCTIONS TO BIDDERS

1. Directions to the Bidders

- (a) The Concessionaire shall develop and maintain Smart Parking only on the earmarked sites by NMSCDCL. Any violation shall result in immediate cancellation of the contract without any prior notice.
- (b) The Concessionaire has to incur all expenses: The Concessionaire shall incur all expenses related to the design and installation of the system. The design and drawing submitted by Concessionaire shall be further verified by NMSCDCL. Under No circumstances NMSCDCL shall bear any charges related to the installation, erection and maintenance of equipment at Smart Parking locations.
- (c) While installing the equipment or during the contract period, the Concessionaire shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever.
- (d) The Smart Parking equipment structures shall be well maintained in such a manner that are consistent with and enhance, the surrounding area.
- (e) The Concessionaire shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the Smart Parking System. The consequential claim or claims shall be borne by the Concessionaire who will also indemnify and safeguard the NMSCDCL in respect of any such claim or claims. The Concessionaire shall be liable to buy insurance against public liability.

2. Definitions and Interpretations

2.1 Definitions

1. NMSCDCL shall mean Nashik Municipal Smart City Development Corporation Limited.
2. Bidder/s Shall mean Sole Single Bidder or any partner in a Consortium of three members.
3. Agreement or Concession Agreement shall mean the Concessionaire Agreement entered between NMSCDCL & Concessionaire.
4. Concessionaire shall mean the Bidder selected by the NMSCDCL to implement the project on the terms conditions stipulated in the Concession Agreement.
5. Bid or Detailed Bid or Proposal shall mean each Bid (one per project) submitted by the Bidder for the project, in response to this RFP including clarifications /or amendments to RFP, if any.
6. Bid Security shall mean the security furnished by the Bidder in the form of online payment as stipulated in the RFP document.
7. Bid Evaluation Committee shall mean the committee constituted by the NMSCDCL for evaluating the Bids.
8. Base Parking Fee Rate or Base Fee Rate is the Fee Rate at the Commencement Date.
9. Compliance Date shall be as defined in the Draft Concession Agreement.
10. Commercial Operation Date or COD means the date upon which the Concessionaire commences commercial operations of the Project.
11. Contract Period or Concession Period shall mean number of year's license period starting six months from the date of Signing of the Concession Agreement for project implementation.
12. Car Parking Slot is an individual parking space for one (1) passenger car.
13. Collection is a set of processes designed to the reception, consolidation, Transport deposit of the monies derived from the initialization charge in Smart Parking System.
14. SCOC means the Smart City Operation Centre acting as central facility used mainly for service monitoring operations control for collecting, storing, consolidating, processing the information obtained from various elements of the parking management system.
15. Commercial Bid shall have the meaning as set forth in the RFP document.
16. Firm shall mean a single legal entity, which is a Registered Body.

17. Due Date shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.
18. Equivalent Car Space Factor or ECS Factor is the size of a Parking Slot for a type of vehicle expressed as a fraction of the size of a Car Parking Slot.
19. Escrow Account shall mean a common account set up through an agreement between NMSCDCL and the Concessionaire into which all revenue shall be deposited, thereafter, payments to the Concessionaire by NMSCDCL shall be made.
20. Grantor shall mean NMSCDCL.
21. IT-based Parking System or Smart Parking System means a system in which collection of parking fees, system monitoring and enforcement is managed in real-time using appropriate technology and central server control center.
22. Letter of Acceptance or LoA means the letter issued by NMSCDCL to the Successful Bidder to provide Smart Parking Management Service in conformity with the terms and conditions set forth in the RFP.
23. No-Parking Area means any portion of the streets where parking is not permitted. All footpaths cycle tracks are No-Parking Areas.
24. Occupancy means the average per cent of Parking Units on one or more Parking Lot(s) that are occupied by vehicles during specified operational hours/periods specified by NMSCDCL for the respective Parking Lots.
25. Operating Plan is a set of rules and operating procedures related to parking areas (notification of paid parking, free parking, no-parking), parking fee its payment, signage markings, enforcement other aspects of the Smart Parking System. The contents of the plan may be modified from time to time.
26. Operations Period means the period commencing from COD ending on the expiry or prior termination of this Agreement Period;
27. Parking Duration is the duration for which a vehicle is parked in a Parking Slot.
28. Parking Event is an act that occurs when a vehicle is in a stationary position in a Paid Parking Lot or Paid Parking Block.
29. Parking Base Price (PBP) or Fee is an amount charged by Concessionaire for vehicle parking in an on street, off street mode. It is rate per hour applicable for designated vehicle, time and place.
30. Parking Fine or Fine is an amount charged by Nashik Traffic Police for vehicle parking in a Block Face or Parking Lot without paying the applicable Parking Fee or for parking in a No-Parking Area.

31. Parking Lot is an on-street, off-street space in a public parking area with one or more discrete entrances where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Lot is denoted a unique identification code.
32. Parking Slot is a parking space for one (1) vehicle.
33. Parking Unit means a quantity of parking area in a Block Face or Parking Lot of a size equivalent to the size of a Car Parking Slot.
34. Project means, Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for on-street, off-street, designated parking spaces (four wheelers and two wheelers) in Nashik subject to the provisions of this RFP Agreement, (i) financing, construction at the site, implementation, completion, commissioning, management, operation maintenance of the Project, execution of the works all, activities incidental thereto, such as engineering, testing, installation, commissioning insurance etc., by the Concessionaire during the Concession Period; (ii) the transfer of the Project/Project Facilities by the Concessionaire to Grantor or its nominated agency at the end of the Concession Period of time or prior termination;
35. Project Agreement shall mean Concession Agreement or any other legal documents as mutually agreed between NMSCDCL and the Preferred Bidder, necessary for implementing the Project.
36. Project Completion Period shall mean the total period in which the construction of the project (as per the designs) certified by Grantor or its nominated agency.
37. Request for Proposal or RFP shall mean this document.
38. Service Certificate means a document that accredits compliance by the Concessionaire with all requirements established in the contract to allow the Concessionaire to begin operations.
39. Concessionaire Facilities means the facilities equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract.
40. Concessionaire means the successful bidder selected under this RFP with whom NMSCDCL has entered into a Concessionaire Agreement.
41. Two Wheeler Parking Slot is defined as the individual parking space for one (1) motorized two-wheeled vehicle.
42. Technical Criteria or Criteria shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening evaluation of his Commercial Bid.

43. User Account means a record with the Concessionaire that includes a user's mobile phone number, one or more vehicle license numbers, a prepaid balance from which the user may pay for Parking Fees or Parking Fines.
44. User means the operator of a vehicle who parks in on-street, off-street in a Lot operated by the Concessionaire.
45. Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein shall be deemed to have been included in this Section.

2.2 Interpretation

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

1. The singular of any defined term includes the plural vice versa, any word or expression defined in the singular has the corresponding meaning used in the plural vice versa;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement, all annexures, attachments, exhibits, schedules, appendices the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms include shall be deemed to be followed by the words without limitation, whether or not so followed;
6. Any reference to a person shall include such person's successors permitted assignees;
7. A reference to a writing or written includes printing, typing, lithography other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to month shall mean a calendar month, a reference to week shall mean a calendar week a reference to day shall mean a calendar day, unless otherwise specified.

10. The terms hereof, "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean refer to this RFP not to any particular Article, Clause or Section of this RFP.
11. The terms Article", "Clause", Paragraph, Schedule refer to the Article, Clause, Paragraph Schedule of this RFP so specified;
12. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, the provisions of the Concession Agreement shall prevail or supersede the provisions of other documents.
13. The descriptive headings of Articles Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof.
14. All capitalized words expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

3. General Conditions

1. This section should be read in conjunction with other sections of RFP. The words expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined.
2. The ITB sets out the bidding procedure provide necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids have been provided as Annexure in this RFP.
3. The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids /or the information is not submitted as per the prescribed formats.
4. The prospective bidders are required to inspect the location of Smart Parking's defined in the Annexure. The bidder submitting the bids will be considered to have accepted all the terms and conditions and no further changes will be accepted. No enquiries in written or verbal will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the bidder to influence any official/officer of NMSCDCL will disqualify the tender.
5. Smart Parking's locations shall be available on As-Is-Where-Is basis as per defined in Annexure to the successful bidder. The prospective bidders should satisfy themselves as to the suitability of the proposed location of Smart Parking's for purposes of installation of System.
6. The grant of Concession; interest, ownership rights with regard to Smart Parking's System installed by the Concessionaire for NMSCDCL along with fixtures/fittings provided therein shall vest with the NMSCDCL except that these will be operated, maintained by the Concessionaire during the Concession Period.

4. Bid Data Sheet

Sr.	Key Information	Details
1	Project	Selection of Concessionaire For Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution For On Street, Off Street locations in Nashik on PPP Model
2	Grantor	NMSCDCL
3	Project Components	<p>Before execution of the Smart Parking System, the Concessionaire shall prepare the designs and drawings of the Smart Parking System as per the clauses of this RFP at his own cost.</p> <p>The selected Concessionaire shall undertake the Smart Parking System development/installation implementation strictly in accordance with the minimum development obligation.</p>
4	Project Location	On-Street, Off-Street Parking locations as per Annexure
5	Development Controls/ Guidelines	All applicable guidelines including Indian Road Congress Guidelines/National Highway Authority of India (NHAI) regulations any other regulations issued by any other Statutory Authorities applicable within the jurisdiction of NMSCDCL.
6	Minimum Developed Obligations (MDOs)	The Smart Parking System shall be installed and operationalized by the Concessionaire within six (6) months from the date of signing the agreement NMSCDCL in accordance with the RFP Stipulations. Operate Maintain the Project facilities as per the ISO-9001:2008 Standards or equivalent.
7	Implementation Format	Public Private Partnership (PPP) format
8	Bid Eligibility Criteria	Bidder shall meet the Eligibility criterion defined in the RFP
9	EMD & Tender fee	Both to be paid online only.

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Sr.	Key Information	Details
		<p>EMD Amount: Rs. 24,17,000/-</p> <p>Tender Fees: Rs. 5000 + SGST (9%) + CGST (9%)</p>
10	Pre-condition for Signing Authorization Agreement (Only Preferred Bidder after receipt of Letter of Award)	<p>Signing of Concession Agreement is within 30 days from the issue of Letter of Award (LoA). The following are the pre-conditions for signing of Concession Agreement:</p> <p>1. Submission of Operations Performance Security</p>
11	Operations Performance Security (By Selected Concessionaire Only)	<p>An irrevocable unconditional Performance Security/Bank Guarantee from a Nationalized /Scheduled Bank payable at Nashik for an amount equal to 5% of the contract value. The Operation Performance Security shall be submitted by the selected Concessionaire prior to signing the Concession Agreement with NMSCDCL.</p>
12	Concession Period	<p>The Concession period will be Ten years and six months inclusive of the implementation period of six months. Concession period shall start from the date of signing of the agreement with the successful Bidder.</p> <p>The Concessionaire shall install/erect all the Smart Parking System mentioned under this RFP.</p>
13	Selection of Bidder	<p>The selection of Successful Bidder will be done on H1 basis i.e. Maximum Revenue Shared per month with NMSCDCL. The highest Revenue Share is the Bid Winning Parameter. Only those Bidders qualified in technical bid, will be considered for opening of financial bid.</p>
14	Tender Publication Date	5 th January 2018
15	Pre Bid Conference	Smart City cell, First Floor, Rajiv Gandhi Bhavan, Nashik- 422001

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Sr.	Key Information	Details
		Pre-Bid date: -.16 th January 2018 at 11:00 AM
16	Tender Document Fee	Tender Fees: Rs. 5000 + SGST (9%) + CGST (9%)
17	Earnest Money Deposit	Rs. 24,17,000/-
18	Submission date	31 st January 2018 at 3:00 PM
19	Submission date for physical copy of Envelope A and envelope B	1 st February 2018 at 3:00 PM
20	Technical Opening date	1 st February 2018 at 4:00 PM
21	Bid Validity	120 days from the due date of Bid submission
22	eTendering Portal	www.mahatenders.gov.in

5. Introduction to the project

1. With the growth of economy, vehicle has become a necessity in our daily life making the vehicle quantity increase dramatically. Vehicle brings convenience to people, yet parking causes serious problems because of poor management. For drivers, traditional parking management has not met their needs in efficiency, security performance. Therefore, the need for a Smart Parking System with high efficiency, low cost, high security is indispensable for people in the modern day society.
2. NMSCDCL envisages creation of state-of-the-art public infrastructure facilities with a principal view to establish Nashik as a user friendly Smart city. Effective parking management is an essential tool to facilitate the efficient use of road space to ensure free passage for pedestrians, cyclists, public transport and general users. In addition, appropriate parking fees can ensure that personal motor vehicle users compensate the city for the use of valuable places on which they park their vehicles.
3. NMSCDCL seeks to implement a Smart Parking System to improve parking operations, optimize usage of the available parking supply, and enhance the overall functioning of streets in the city. The new Parking System will employ an information technology (IT) backbone to facilitate greater transparency and efficiency in the collection of parking fees enforcement operations.
4. NMSCDCL is issuing Request for Proposal (RFP) inviting online proposals from the eligible bidders for Design, Development, Implementation, and Operation & Maintenance of Smart Parking Solution for on-street, off-street locations on designated parking spaces (four wheelers, two wheelers) in Nashik on PPP model.
5. The Concessionaire will establish, operate, maintain the Smart Parking System. The Concessionaire carries out parking operations, including fee collection enforcement on designated streets. The Concessionaire will create data links to (Smart City Operation Centre) so that NMSCDCL can monitor the status of the parking system.

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6. Parking Areas NMSCDCL will assign specific areas for Development, Implementation, Operation & Maintenance of Smart Parking Solution for on-street, off-street areas within Nashik City. The Concessionaire will be responsible for managing parking areas through clear signage road markings. The signage will also display the applicable Parking Fee.
7. Parking Fee Payment Mechanism - The Smart Parking System will enable quick hassle-free payment of parking fees
8. Payments are tied to a vehicle's license plate number, which is in turn used in the enforcement process to check whether the vehicle has paid the fee or not. A regular user will have the option of signing up for a User Account connected to a registered vehicle mobile number(s) that can be used for Parking Fee payment anywhere in the city.
9. A total of seven parking locations are presently operational in Nashik. The below table presents the revenue being obtained by Nashik Municipal Corporation for these parking locations. The total revenue obtained by Nashik Municipal Corporation (NMC) for the financial year 2016-17 is 20.12 lakh rupees.

S. No.	Parking Location	Revenue (INR, 2016-17)
1	Ahilyabai Holkar, Ramkund	6,10,460
2	Gauri Patangan, Mhasoba Patangan	4,53,440
3	Gangapur Waterfall	14,025
4	Somani Garden, Muktidham	1,58,800
5	Basement of Annashastri Hospital, behind	3,80,66
6	Govt. Girls High school, CBS	2,46,060
7	B. D. Bhalekar High school Ground	4,91,440
Total		20,12,291

5.1 Enforcement

5.1.1 Parking Sites

Concessionaire enforcement officers will carry out enforcement through random spot checks. In On-street, Off-street parking areas, officers will scan license plate numbers using handheld devices. In the event that a vehicle user has not paid the Parking Fee, the enforcement officer will take a photo of the vehicle, notify the Traffic Police, and immobilize the vehicle. A user must pay the applicable parking fine through the cashless system to have a vehicle unclamped. Enforcement officers will not collect fines directly. To aid in enforcement activities, the Concessionaire will also provide vehicle detection sensors for all

on street areas in order to track and monitor the arrival and departure of 4-wheeler vehicles that park in a designated Parking Slot.

5.1.2. No Parking Area

In the event that a vehicle user is parking or has parked in a No-Parking Area, the parking enforcement officers will take a photo of the vehicle, notify the Traffic Police, and immobilize the vehicle. A User must pay the applicable parking fine to the Traffic Police, after the payments of fine a vehicle will be unclamped. Parking enforcement officers will not collect fines directly. The Concessionaire has to deploy the tow truck for effective enforcement of parking.

The revenue collected by Private Operator from towing of vehicles due to non-observance of traffic rules shall be shared between Traffic Police and the Concessionaire in the ratio of 50:50 respectively. The 50% (fifty percent) share received by the Concessionaire from towing shall form part of the parking overall revenue and shall be shared with NMSCDCL. The rates for towing charges shall be as per the rates defined from time to time by Traffic Police/ Nashik Municipal Corporation/NMSCDCL.

5.2 Customer Information

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

5.3 Scope Timeline

- a) The Concessionaire will cover all on street, off street locations as per Annexure in the city. The initial coverage area will include key

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destinations of the city, assigned by NMSCDCL. The System may be expanded in subsequent phases.

- b) The maximum time period for completion of the erection/installation of all Smart Parking System shall be six months (including rainy season).
- c) The Concessionaire will be expected to meet the following timelines and submit the indicative list of deliverables. T is the date of start of first stage of the project that is implementation stage. It is the date of handing over all the defined agreed parking lots to Concessionaire from NMSCDCL for implementation of the project. T1 is the date of start of operations after Go – Live based on the agreed and approved Implementation Plan with NMSCDCL.

Sr.	Milestone/ Deliverable	Timelines
1	Engineering & Design Report of each parking lot for approval	T+ 1 month
2	Project Implementation Plan and Standard Operating Procedures (SOPs) for Operations and Maintenance of parking lots keeping the requirements defined in this RFP as priority.	T+ 1 month
3	SOPs for integration with Smart City Operations Center.	T + 3 months
4	SOPs for various Parking services (regular, overnight, weekly, monthly, valet, premium, online, mobile application)	T + 3 months
5	Establishment of the System as per RFP agreement with NMSCDCL across all defined locations.	T1 = T + 6 months
6	Operations and Maintenance of the system. Progress Report on a monthly basis. The report will continue for complete 10 years of O&M period. These reports will have details of the parking venues covered, overall number of parking executed, parking executed by category, revenue collected, etc. Format of the	T2 = T1+ 10 years

Sr.	Milestone/ Deliverable	Timelines
	report is to be discussed prepared by the Concessionaire in consultation with NMSCDCL.	

Concession Period

Concession period shall be for Ten (10) years as per following detail.

- a) Signing of Concession Agreement within 15 days from the date of issue of Letter of Allotment (LA). Conditions precedent need to be fulfilled by both the parties.
- b) Period of implementation of Smart Parking will be Six (6) months from the date of signing of agreement or Six months Fifteen days from the date of issue of LoA whichever is less
- c) Concession period of contract will be Ten (10) years from the expiry of implementation period.

5.4 Concession Fee

- a) The Applicant whose Financial Bid has the maximum **Revenue** to be payable to NMSCDCL shall be the selected Concessionaire.
- b) The Concessionaire would pay to NMSCDCL every month the Concession Fee (exclusive of all taxes) as quoted in the commercial bid throughout the Concession period.
- c) The Concession Fee per month to be paid by the Concessionaire shall be **exclusive** of GST and any other applicable taxes.
- d) The Concession Fee per month to be paid by the Concessionaire shall be enhanced @ 5% from the 4th year of the operations & maintenance period up to the 10th year of the operations & maintenance period.

5.5 Payment Terms

- a) Revenue received from parking will be kept within an Escrow account in any scheduled bank. NMSCDCL shall have the liberty to independently audit the revenue collection any time during the Concession period. If any irregularity is found, the same shall be treated as breach of this agreement. NMSCDCL shall have all rights to take necessary action against the Concessionaire.
- b) The Concessionaire shall pay all duties and GST in consequence of its obligations under this Concession Agreement, the Concession Fee shall not be adjusted for such costs. Any changes in other taxes as applicable shall be added on pro-rata basis on the applicable tariff for all categories rounded off to the nearest rupee.
- c) The Concessionaire shall pay Concession Fee to NMSCDCL on monthly basis by the 10th day of the subsequent month throughout the Concession Period, along with necessary detailed reports related to the Concession Fee proof for submission of taxes duties, as applicable.
- d) Failure to pay the Concession Fee in time will attract an interest of 12% per annum on the entire amount of unpaid Concession Fee payable for the period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of Concession Fee for a period of two subsequent months, NMSCDCL will encash the Performance Security equivalent to the outstanding Concession Fee. Thereafter, the Concessionaire will have to resubmit the Performance Security of full amount within fifteen days from the date of such encashment. If the Concessionaire fails to resubmit the Performance Security of full amount within the said fifteen days, then NMSCDCL shall terminate the agreement and no compensation would be paid for the investment undertaken by the Concessionaire.
- e) Parking Rates: The Concessionaire shall charge rates for parking as approved by NMSCDCL from time to time.
- f) Parking Rates: Parking rates for parking lots in Nashik City area have been defined by NMSCDCL. The Concessionaire shall charge rates for parking

only as approved by NMSCDCL from time to time. These rates are inclusive of any all taxes/duties, etc., as applicable.

Note:

- I. With the approval of the General Body, the parking charges may be revised by 10% after an interval of every 3 years during the Operations & Maintenance period.

5.6 Determination Of Parking Fees Fines

5.6.1 Parking Fees Determination

NMSCDCL will set Fee Rates, including the determination of Parking Fine Rates. The Parking Base Price for cars will be Twenty Rupees (INR 20) for first 2 hours. The Parking Base Price for two wheelers is **Ten Rupees** (INR 10) for first 2 hours.

Please note, the proposed parking fees are yet to be approved by the General Body of Nashik Municipal Corporation and will be a Condition Precedent on the part of NMSCDCL before signing the contract with the Concessionaire.

Also, VIPs as defined by Nashik Municipal Corporation/NMSCDCL/Traffic Police will be exempted from paying parking fee.

Sr.	Description	For every two hours	Monthly pass
1	Two Wheeler	10 Rs.	500 Rs.
2	Four Wheeler	20 Rs.	1000 Rs.

Sr.	Duration	Monthly pass	
		Two Wheelers	Four Wheelers
1	4 Hrs.	500 Rs.	1000 Rs.
2	8 Hrs.	700 Rs.	1200 Rs.
3	12 Hrs.	900 Rs.	1400 Rs.
4	24 Hrs.	1500 Rs.	2000 Rs.

5.6.2 Parking Fines Determination

NMSCDCL will set Fine Rates for non-payment of Parking Fees of at least twice the applicable Parking Base Price (PBP).

Fine Rate For 4 Wheelers = 2* Parking Base Price (PBP)

Fine Rate for 2 Wheelers = 2 * Parking Base Price (PBP)

Where:

PBP is the Parking Base Price for the respective vehicle type.

5.7 Fine Fee Collection

All fee fine payments collected in Smart Parking's shall be shared between Traffic Police and the Concessionaire in the ratio of 50:50 respectively. The 50% (fifty percent) share received by the Concessionaire from fines shall form part of the parking overall revenue and shall be shared with NMSCDCL.

5.8 Project Engagement Model

The project duration is bifurcated into following two stages-

- Implementation Stage
- Operation Maintenance Stage

5.8.1 Implementation Stage

Implementation of Smart Parking System in Phases:

- a) Parking charges are to be collected by the Concessionaire by using any mechanism from the date of handing over of the parking lots by NMSCDCL to the Concessionaire on as-where basis.
- b) After 30 days from the date of handing over of parking lots, the Concessionaire shall implement, operationalize automated payment system at all parking lots for all parking slots.

- c) Within six months from the date of handing over of all parking lots, complete smart parking solution is to be implemented, operationalized as per scope defined in this RFP document.

5.8.2 Operation Maintenance Stage

- a) Total Concession period is ten (10) years from the date of handing over of all parking lots as per the signed Concession Agreement. This excludes the six months of implementation period.
- b) The Concessionaire shall operate, maintain manage the complete Smart Parking System as designed and built under this RFP document, throughout the Concession period in accordance with this RFP document.

5.9 Proposal Preparation Cost

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

5.10 Due Diligence

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

5.11 Clarification On RFP Document

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to NMSCDCL in writing by email at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting in order to enable NMSCDCL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting.

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

5.12 Amendment Of Bidding Documents

At any time before the deadline for Submission of Bids, NMSCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of Corrigendum(s)/addendum(s) to the RFP which shall set forth the said amendments / modifications thereto. If required, in order to allow prospective Bidders reasonable time in which to take the Corrigendum(s)/Addendum(s) into account in preparing their respective Bids, NMSCDCL, reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on NMSCDCL for the same.

5.13 Pre Bid Conference

- a) A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), at the office of the NMSCDCL. The Potential Bidder/Bidder's designated representative(s) are invited to attend the same.
- b) The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project site RFP document, if any.
- c) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting.

- d) The Bidders should submit the queries in writing through e-mail. The same should reach to NMSCDCL at least two (2) working days before the pre-bid conference.

5.14 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

5.14.1 Technical Bid with Online and Physical Submission (Offline)

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

Bidders have to submit one set of the documents related to Prequalification and Technical Evaluation in physical copy on the date of opening of the bid (This is the next date of the submission of the bid). Please note, copy of the Commercial bid is **NOT** to be submitted in physical format and needs to be mandatorily uploaded in the eTendering portal. In case any discrepancy is observed between the physical copy and the online uploaded copy of a particular document, the online version will prevail.

5.14.2 Financial Bid

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

5.15 Preparation Of Bid

5.15.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence documents relating to the Bid exchanged by the Bidder NMSCDCL shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English, then the Bidder shall also enclose certified / authentic translated copies of the same in English language.

Any such document, which is not translated into English, will not be considered. For the purpose of interpretation evaluation of the Bids, the English language translation shall prevail.

5.15.2 Bid Currency

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

5.15.3 Format of Earnest Money Deposit (EMD) or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by an Earnest Money Deposit of INR Rs. 24,17,000/-. The EMD should be submitted online on <https://mahatenders.gov.in>.

5.15.4 Currency of Bid Security

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

Bidding shall be open to firms (which include companies, partnerships, proprietary concerns), duly registered cooperative societies, consortiums (lead partner + two consortium partners).

The following conditions for Consortiums shall apply:

- a) Bidders are allowed to participate in the bidding through a consortium structure with maximum three members (lead partner + two consortium partners). The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- b) A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with NMSCDCL. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding Power of Attorney signed by all the members on a stamp paper of Rs 100/-(One Hundred only. Any such agreement shall clearly specify the lead bidder the various consortium partners with their respective roles responsibilities if any in the Parking System.

- c) A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any other consortium bidding under this RFP.
- d) Each member of the Consortium shall be jointly severally liable for the due implementation of the Project.
- e) Any changes deviation of roles responsibilities after the submission of Bid and before the execution of the Concessionaire shall entitle NMSCDCL to reject the Bid in its sole discretion.
- f) NMSCDCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Concessionaire.

5.16 Authentication of Bid

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

5.17 Validation of Interlineations in Bid

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

5.18 Bidding Process / Submission Of Tender

- a) The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- b) Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in>.
- c) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000/2008 using which they can digitally sign and encrypt their electronic

bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc.

- d) Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- e) A three envelope selection procedure shall be adopted.
- f) The Pre-qualification related documents shall be submitted in Envelope A, the Technical Documents in Envelope B and the Commercial bid in Envelope C.
- g) Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid in one packet/envelope as per the details provided in the RFP. NMSCDCL shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- h) Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.
- i) Tender should be submitted online on or before due date as mentioned in RFP. The Financial Bid shall be opened of Technically Qualified bidders & they may attend the Tender opening proceedings, if they desire so.
- j) The decision of NMSCDCL to this effect shall be final binding on the tenderer(s). The bid will be opened in front of the Committee, at the Office of the NMSCDCL Nashik.

5.19 Validity Of Offer

- a. The Proposal shall remain valid for a period not less than One Twenty (120) days from the date of opening of financial bid (Offer Validity Period). NMSCDCL reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of NMSCDCL.
- b. A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

5.20 Site Visit Verification Of Information

- a) While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality. The bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder's own risk may lead to disqualification of the bid as being non-responsive.
- b) The technical details given in this RFP are based on the site status assumptions of NMSCDCL. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the owner of all the data, which forms the basis of the Bid and shall have no claims whatsoever on NMSCDCL or its agencies or its Advisors regarding the accuracy of the data or designs, information, etc. furnished in the RFP.
- c) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - I. Made a complete careful examination of requirements and other information set forth in this RFP document.
 - II. Examined all the relevant information as it has received from NMSCDCL in respect of the project.

- d) Made a complete careful examination to determine the difficulties incidental to the performance of its obligations under the Concession Agreement, including but not Limited to
 - I. The Project Site(s)
 - II. Availability of suitable materials technology for operations.
 - III. All other matters that might affect its performance under the Concession Agreement
- e) Bidders shall carry out any surveys, investigations etc. at their own cost risk.
- f) Bidders are encouraged to submit their respective Proposals after visiting the earmarked locations ascertaining for themselves with the site conditions, traffic, location, surroundings, climate, access to the sites, and availability of information with the NMSCDCL, Applicable, Laws regulations or any other matter considered relevant by them.

5.21 Project Site

- a) NMSCDCL hereby undertakes to hand over to the Concessionaire physical possession of the Project Site as per Annexure for the purpose of implementing the Project but subject to the rights of NMSCDCL.
- b) NMSCDCL confirms that upon the Project Site being handed over pursuant to the preceding para, the Concessionaire shall have the right to enter upon, occupy and use the Project Site to implement the Project in accordance with the provisions of this RFP.
- c) Under no circumstances, the Concessionaire shall use the project site for any purpose other than the purposes of Smart Parking.

5.22 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions factors, which may affect the performance of the contract /or the cost.

- b) The Bidder is expected to know all conditions factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the NMSCDCL. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the NMSCDCL on account of failure of the Bidder to know the local laws / conditions.

5.23 Scope Of Bid

- a) The NMSCDCL invites online tender for **Selection of Concessionaire for Design, Development, Implementation, and Operation & Maintenance of Smart Parking Solution for On Street, Off Street locations in Nashik on PPP Model.**
- b) Bidder's Eligibility Criteria

The Applicants shall meet the following minimum eligibility criteria: General requirement:

The Applicant shall be either:

- I. Proprietorship, or
- II. Partnership Firm
- III. Company - Public or Private Ltd

5.24 Contents Of Bids

a) The Contents of Techno Commercial Bid

- a) Firms —Techno-commercial offer, seal and signed RFP document.
- b) Copies of registration certificate of the firm/company, Memorandum Articles of Association in case of firms registered under the Companies Act.
- c) Project experience related documents
- d) Technical Proposal
- e) Any other documents required or mentioned under this bid document.
- f) Highest Concession fee quoted

5.25 Proprietary Data

- a) All documents, reports other information provided by NMSCDCL or submitted by the Bidder to NMSCDCL shall remain or become the property of the NMSCDCL. The Bidder, as the case may be, is to treat all information as strictly confidential. NMSCDCL will not return any Proposal or any information related thereto. All information collected, analyses, processed or in whatever manner provided by the Bidder to NMSCDCL in relation to the project shall be the property of NMSCDCL.
- b) However, the Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) that is reflected in deliverables.

5.26 Tests Of Responsiveness

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

- a) It is received as per the format defined in RFP document and method of submission suggested.
- b) It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP;
- c) It is signed and sealed and submitted online as well as in soft copies.
- d) It is accompanied by the Earnest Money Deposit (EMD);
- e) It is accompanied by the Power(s) of Attorney, if applicable;
- f) It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);

- g) It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) any subsequent information given to the Applicant;
- h) It complies with all the Technical specifications General Terms conditions;
- i) it does not contain any condition or deviation;
- j) it has all additional information or clarification as sought by NMSCDCL within the prescribed period;
- k) It is not non-responsive in terms thereof.

5.27 Eligibility Criteria

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

5.27.1. Technical Criteria:

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

- a) The bidder should be an Individual Firm/Partnership Firm/Company incorporated in India operating for at least last three Financial years (FY 2016-17, 2015-16 and 2014-15).
- b) Consortiums are allowed to participate in this tendering process.
- c) Copies of registration certificate of the firm/company, Memorandum Articles of Association in case of firms registered under the Companies Act.
- d) Sole Bidder/lead member in-case of consortium should be in operation for a period of at least 3 years in India as on 31st March 2017. Self-certified copy of Documents to establish the general requirements.
- e) Experience of operating IT-based automated Parking Systems with a minimum of 500 on-street parking bays (ECB) in any of the metro/Tier - I

cities over the past three years from the date of submission of the bid through an explicit contract/Concession/contract. (attach documents establish and the required experience)

- f) Experience of managing at least fifty (50) field staff in IT-based Parking Systems over the past three years from the date of submission of the bid through an explicit contract/Concession.
- g) Experience of operating at least Two IT-based parking projects each having at least five locations OR One IT-based parking project having ten locations over the past three years from the date of submission of the bid through an explicit contract/Concession. (attach documents to establish the required experience)
- h) The Applicant/Lead Applicant should have a registered number of GST, Income Tax, PAN and EPF registration.
- i) The Sole bidder or the Lead Bidder each members of the consortium member have to furnish an affidavit on Non Judicial Stamp paper of Rs. 100/-duly attested by a Notary Public indicating that Consortium, has not been debarred or blacklisted by NMSCDCL or by any other Department/Board/ Corporation of Govt. of India or of any State Govt. or any PSU as on bid submission date for any fraudulent or corrupt practice.
- j) Solution Presentation – The Solution presentation covering the end-to-end proposal offering should be made to the Authority in bidding phase. However, the Technical Demand/POC of the Solution will be planned informed to qualified applicants, where qualified Applicants should be prepared to execute the POC.

Note:

- a) The bidder who is a defaulter or blacklisted by NMSCDCL/NMC before the date of opening of techno commercial Bid cannot participate in the tender.

5.27.2. Financial Criteria:

- a) The Sole Bidder/lead member should have minimum tangible net worth of INR Rs.50 Lakhs (Rupees Fifty Lakhs Only) as on 31st March 2017. The Bidder should also submit documentary evidence for financial arrangement required to execute proposed work (Pre assurance from banker, Own funds to be used, etc.)

“Net Worth” means Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) –Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors’ Report (in Indian Rupees only)

- b) Sole Bidder/lead member in case of consortium should have average annual turnover of INR Rs. 50.0 Crores (Rupees Fifty crores only) from IT based parking management OR ICT Project business over the last 3 Financial Years. i.e. 2014-15 , 2015-16 & 2016-2017
- c) The bidder should submit Audited Balance Sheet/CA certificates mentioning Net worth and Turn Over.

Note:

- I. The Bidder fulfilling the above mentioned criteria would be considered as Financially Capable.
- II. Last three financial years shall be reckoned as F.Y. 2014-15, 2015-16 2016-17
- III. Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this RFP. The bidder’s pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis -à-vis the pre-qualification criteria.
- IV. Apart from these documents statement of legal capacity (as per Annexure of this RFP) is required by the sole bidder or all members of the consortium.

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- V. Bidder will also be required to submit Joint Bidding Agreement (as per Annexure of this RFP) and Power of Attorney (as per Annexure of this RFP) in case of Consortium (with maximum of 3 partners – 1 lead bidder and two consortium members).
- VI. In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form manner set forth in Annexure of this RFP Document along with all required documents.
- VII. The Applicant whose Financial Bid has the highest quoted monthly Concession Fee to be payable to the NMSCDCL for the Project shall be the best preferred applicant.

5.27.3 Technical Evaluation Criterion

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

Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
1	Company Profile				
A	Sole Bidder/Lead Member in case of consortium should have average annual turnover of INR Rs. 50.0 Crores (Rupees Fifty crores only) from IT based parking management OR ICT Project business over	Average annual turnover equal to or greater than 50 Crores and less than 75 Crores = 3 marks. Average annual turnover equal to or greater than 75	5	Extracts from the audited Balance sheet Profit & Loss; OR Certificate from the statutory auditor OR certificate from its chartered accountant that ordinarily audits the	

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Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
.	the last 3 Financial Years. i.e. 2014-15 , 2015-16 & 2016-2017	Crores and less than 100 Crores = 4 marks. Average annual turnover equal to or greater than 100 Crores =5 marks		annual accounts of the Bidder (in case of Consortium turnover certificate of any of the partners is allowed)	
2	RELEVANT PAST EXPERIENCE	25			
A	Experience of operating IT-based automated Parking Systems with a minimum of 500 on-street parking bays (ECB) in any of the metro/Tier I cities over the past three years from the date of submission of the bid through an explicit contract/Concession/c ontract. (attach documents establish and the required experience	Number of IT based Parking System implementation of On-street parking bays (ECB) equal to or greater than 500 and less than 750 = 7 marks. Number of IT based Parking System implementation of On-street parking bays (ECB) equal to or greater than 750 and less than 1000 = 8 marks. Number of IT based Parking System implementation of On-street parking bays (ECB) equal to	10	Work Order or Agreement or Completion certificates (in case project is complete) of the cited project.	

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Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
		<p>greater than 1000 and less than 1250 = 9 marks.</p> <p>Number of IT based Parking System implementation of On-street parking bays (ECB) equal to or greater than 1250 = 10 marks.</p>			
B	Experience of managing at least fifty (50) field staff in IT-Based Parking Systems over the past three years from the date of submission of the bid	<p>Field Staff equal to or greater than 50 and less than 75 = 3 marks</p> <p>Field staff equal to or greater than 75 and less than 100 = 4 marks</p> <p>Field staff equal to or greater than 100 = 5 marks</p>	5	Certificate from the Head of Human Resources Department of the bidder.	
C	Experience of operating at least Two IT-based parking projects each having at least five locations OR One IT-based parking project having ten locations over the past three years from	<p>Number of IT-based Parking Locations equal to or greater than 10 and less than 15: 7 Marks</p> <p>Number of IT-based Parking Locations equal to or greater</p>	10	Submit documents establishing the required experience.	

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
.	the date of submission of the bid through an explicit contract/Concession. (attach documents to establish the required experience)	than 15 and less than 20: 8 Marks Number of IT-based Parking Locations equal to or greater than 20: 10 Marks			
3	Solution Proposal and Presentation		30		
A	<p>Solution Presentation and Presentation to the Authority covering the following topics: Firm Capabilities, Experience, Solution proposed in term of overall Architecture; Solution Design; Phase-wise Implementation Plan; Pricing & Revenue Simulation Models; Support & Maintenance.</p> <p>The Bidder should also propose method of project execution. The detailed implementation approach for the proposed model along with appropriate justification should be</p>		10	A comprehensive presentation is to be made to the Bid Evaluation Committee.	

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
.	presented by the bidder.				
B	<p>Proposed Smart Parking solution in Adequacy appropriateness of</p> <ul style="list-style-type: none"> • Proposed integrations with critical internal / external • Proposed Implementation and Deployment Plan. • Proposed Integration plan with other Smart City solutions in Nashik • Proposed Support & Maintenance Plan. • Contingency Plan for Disaster Management situations. 		10	Technical proposal.	
C	<p>Traffic management Plan during Implementation phase:</p> <ul style="list-style-type: none"> • Adequacy of Traffic management plan • Efficiency of Circulation plan within around parking areas 		5		

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
D	<p>Process Methodology on</p> <ul style="list-style-type: none"> • Deployment of end-to-end processes tools during implementation and Support & Maintenance phases. • Adoption of MIS/Dashboards for tracking monitoring of the system • Implementation maintenance. • Resources Optimization. • Education Training of stakeholders. 		5		
4	Proof of Concept (PoC) /Live Demonstration		40		
A	<p>Proof of Concept(POC)/Live Demonstration of proposed End-To End Integrated Smart Parking System, IT enabled Operation, IT enabled enforcement (Inside Parking & In No Parking Areas)</p>		40	As per POC guidelines	

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Sr. No	Criteria	Marks Break-Up	Max Marks	Required Document	Eligible
	Cashless Payment Mechanism				
	Total		100		

5.27.4 Technical Scoring Evaluation:

- a) For the purpose of arriving at Technical Score, the bid shall be evaluated against the Technical Parameters, with respective marks allocated, as given in RFP document.
- b) The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the following minimum Qualifying Marks as 70 marks to qualify in the Technical Evaluation Criteria:
- c) The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.
- d) However, based on the quantum of qualified proposals, it is the discretion of the Authority to decide the cut-off (lower than 70) marks of Technical evaluation for qualification of Applicants. The Applicants who scored equal or more than cut-off marks will be considered qualified for financial bid opening evaluation.

5.27.5 Proposed Technical Solution for Project

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

Broad areas to be covered in the Technical Solution documentation are given below:

- a) Bill of Material (i.e., Un-priced Financial Bid format): This document should give indication of all the proposed cost components, without specifying the costs. Applicant should note that the bid shall get disqualified if Applicant gives price details in the technical document.
- b) Describe the proposed Technical Solution for each of the components, namely parking guidance management solution for off-street, on-street in a structured manner. Following should be captured in the same:
 - i. Detailed description of the design technical solution various applications components including make of equipment or sizing of infrastructure (including diagrams calculations wherever applicable);
 - ii. Reasoning for selection of the proposed technology over other options;
 - iii. Extent of compliance to technical requirements specified in the scope of work;
 - iv. Technical Design with clear articulation of benefits to NMSCDCL of various components of the solution.
 - v. Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients;
 - vi. Any other parameter.
- c) Provide detailed Approach Methodology for Implementation and Post-Implementation periods.

- d) Approach & Methodology for Management of SLA Requirements specified in the RFP document. Applicant is required to clearly articulate how each of the SLA requirements would be adhered in a tabular format.
- e) Detailed Project Plan with timelines, resource allocation, milestones, etc., in for supply, installation commissioning of the physical IT components for the Smart parking.
- f) Insights into Best latest Industry practices Standards.

5.27.6 Evaluation for Preferred Applicant (Concessionaire)

- a) The Applicant whose Financial Bid has the highest quoted monthly Concession Fee to be payable to the NMSCDCL for the Project shall be the best preferred applicant (Concessionaire).
- b) In the event that two or more technical qualified bidders secure exactly the same Concession Fee in respect of the Project, then the Preferred Applicant (Concessionaire) will be selected in the following manner:
 - I. The Applicant who's Technical Score is highest will be declared as Preferred Applicant (Concessionaire).

5.28 Appointment Of Concessionaire

- a) After selection of Preferred Applicant in terms of Clauses of this RFP, a Letter of Award (the LOA) shall be issued, in duplicate, by the NMSCDCL to the Preferred Applicant (Concessionaire). The Preferred Applicant (Concessionaire) shall, within 15 (Fifteen) days of the receipt of the LOA, sign return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant (Concessionaire) is not received by the stipulated date, the NMSCDCL may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant (Concessionaire) to acknowledge the LOA.
- b) Upon issue of LOA to the Preferred Applicant, NMSCDCL will release the EMD of all Applicants, except the Preferred Applicant (Concessionaire).
- c) After acknowledgement of the LOA as aforesaid by the Preferred Applicant (Concessionaire), it shall cause the Preferred Applicant (Concessionaire) to execute the Concession Agreement within the period prescribed. The Preferred Applicant (Concessionaire) shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

5.29 Term Of The Concession Agreement

The term of this Concession Agreement shall be a period of Ten (10) years and six months from the date of signing of this Agreement. The competent authority reserves the right for extension beyond 10 years with mutual consent.

5.30 Earnest Money Deposit (EMD)

- a) The tenderers are required to submit Earnest Money Deposit (EMD) of Rs. Rs. 24,17,000/- be deposited online only. Tenders not accompanied by earnest money are liable for summary rejection.

- b) The earnest money of successful bidder shall be returned once the Successful Bidder submits the performance security. The EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD / Security deposit.
- c) Earnest money shall be liable to be forfeited by the NMSCDCL, Nashik or any other official authorized by the NMSCDCL, Nashik on ground if the bid are withdrawn by the tenderer(s) before opening the tender. It will be forfeited if the successful bidder fails to complete the required contractual formalities as per defined timelines.
- d) Any offer, which is not accompanied by the requisite Earnest Money Deposit, shall be rejected outright.
- e) The EMD of the other bidders shall be returned in accordance with other conditions of this RFP.
- f) The EMD shall however be forfeited in the following cases:
 - I. If the bidder withdraws its proposal (offer) during the interval between the Proposal Due Date expiration of the Proposal Validity Period;
 - II. If the successful bidder fails to unconditionally accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by NMSCDCL ;
 - III. If the successful bidder fails to sign the Concession Agreement /or make the performance security within the time specified in this document, or any extension thereof granted by NMSCDCL.

5.31 Performance Security

- a) The Concessionaire shall have to submit the Performance Security deposit in form of a Bank Guarantee in favour of NMSCDCL by a Scheduled/ Nationalized bank for an amount equal to 5% of the project value to

NMSCDCL within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

- b) In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Security. Performance Security shall be valid for 3 months beyond the term of the Concession Agreement. The Performance Security shall contain a claim period of three months from the last date of validity.
- c) In case, the Preferred Applicant fails to submit Performance Security within the time stipulated, the NMSCDCL at its discretion may cancel the Letter of Acceptance issued to the Preferred Applicant without giving any notice and may invoke the EMD of such Preferred Applicant.
- d) The Performance Security in the form of Bank Guarantee will remain frozen during the entire Concession period of 10 years and six months or up to the period of extended contract it will not be released to Concessionaire.
- e) The amount of Performance Security as Security deposit shall be forfeited if the Concessionaire fails to perform the contract at any time during the Concession Period. Further, if it is observed at any time during the Concession period the party has submitted false/forged documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- f) The amount of the performance security as security deposit shall be forfeited if the Concessionaire fails to perform the contract at any time in such other events as are elsewhere provided in the contract.

5.32 Release Of Performance Security

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

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

5.33 Signing Of Concession Agreement

- a) Subsequent to NMSCDCL issuing Letter of Acceptance (LoA) to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with NMSCDCL within a period of 15 days from the date of issue of the Letter of Acceptance subject to the condition that the Performance Security has been deposited by the Preferred Applicant within the prescribed period.
- b) Failure of the Preferred Applicant to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be

liable to indemnify NMSCDCL for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Concession Agreement.

- c) Notwithstanding anything to the contrary mentioned above, NMSCDCL at its sole discretion shall have the right to extend the time lines for execution of Concession Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

5.34 Disputes

5.34.1 Mutual Settlement

If any dispute of any kind whatsoever arises between NMSCDCL and the Contractor in connection the performance of the Works under this Agreement whether during the progress of Works or after its completion or whether before or after termination, abandonment or breach of the Agreement, the Parties shall seek to resolve any such dispute or difference by mutual consent through amicable settlement.

5.34.2 Settlement by CEO, NMSCDCL

If the Parties fail to resolve, such a dispute or difference by mutual consent, within 15 (fifteen) days of its arising, then the dispute in the first instance be referred to the Chief Executive Officer (CEO), NMSCDCL who shall provide its written decision within a period of 15 (fifteen) Days of the dispute being referred to it by either Party.

5.34.3 Settlement by Commissioner

In the event that the CEO, NMSCDCL fails to provide its decision within 15 (fifteen) Days after being requested as aforesaid, or in the event that either NMSCDCL or the Contractor is dissatisfied with any such decision, as the case may be, either Party may, within 15 (fifteen) days after the date on which such decision is required to be provided in accordance with Clause 5.34.2 above, or the date the decision is provided by the CEO, NMSCDCL, as the case may be shall be referred to the Commissioner who shall provide its written decision within a period of 15 (fifteen) Days of the dispute being referred to it by either Party.

If the Commissioner, has given its written decision to the Parties and no claim to arbitration has been communicated to it by either Party within 30 (thirty) Days from receipt of such notice, the said decision shall become final and binding on the Parties.

In the event that the Commissioner fails to provide its decision within 15 (fifteen) Days after being requested as aforesaid, or in the event that either NMSCDCL or the Contractor is dissatisfied with any such decision, as the case may be, either Party may, within 15 (fifteen) days after the date on which such decision is required to be provided in accordance with Clause 5.34.3 above, or the date the decision is provided by the Executive Board, as the case may be, refer the matter in dispute to arbitration as hereinafter provided.

5.34.4 Arbitration

If any disputes or differences between the Parties are not resolved under Clause 5.34.2 above, the same shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 for the time being in force.

The arbitral tribunal shall consist of 3 (three) arbitrators – one each nominated by each Party and the third one being nominated by these two arbitrators.

The Contractor and NMSCDCL will continue to perform their respective obligations under the Agreement during the arbitration proceedings.

The arbitration proceedings shall be in English and shall take place in Nashik, Maharashtra. The courts in Nashik shall have sole and exclusive jurisdiction on any matter connected with or arising under the Agreement. The law governing the arbitration and the process shall be Indian law.

The arbitration shall be sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims issues or accountings presented to the Tribunal in connection with such dispute.

The award rendered in any arbitration commenced hereunder shall be final and conclusive and binding on the Parties.

5.34.5 Survival

Above Clause shall remain in full force and effect notwithstanding any lawful termination of the Agreement where either arbitration has already commenced or the liabilities between NMSCDCL and the Contractor have not been fully determined.

Notwithstanding anything contained in above Clause, the Parties shall continue to perform their respective obligations under the Agreement.

5.35 Disqualification

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified under following circumstances:

- a. Make misleading or false representations in the forms, statements experiences submitted in proof of the qualification requirements.
- b. Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- c. Failed to provide any clarifications related thereto.
- d. Where the bidder has already submitted the tender document is a member of entity, which has already submitted the tender document, or vice versa.
- e. If any member of an entity is replaced or withdraws, except without prior written permission of NMSCDCL at any stage.
- f. Violates any other condition mentioned herein before/herein after.
- g. If any such information which would have entitled NMSCDCL to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, NMSCDCL reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- h. Where the applicant is a Joint Venture/Partnership firm or an entity of similar nature, NMSCDCL may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- i. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.

- j. Where the bidder has been declared as defaulter or blacklisted by NMSCDCL before the date of opening of techno commercial Bid.

5.36 Taxes

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

5.37 Roles & Responsibilities

5.37.1 NMSCDCL

NMSCDCL agrees to observe, comply and perform the following:

- a) The Concessionaire shall construct/install Smart Parking System only on the earmarked sites provided by NMSCDCL. Any violation shall result in immediate cancellation of the contract without any prior notice.
- b) Minimum space required for installation of components for smart parking services will be provided free of cost by NMSCDCL. However, any Civil/Electrical work required will be the responsibility of the Concessionaire at his cost.
- c) At the end of the Concession period, all rights given to the Concessionaire shall be terminated automatically.
- d) NMSCDCL shall provide single window clearance, where NMSCDCL has full control jurisdiction, to the Concessionaire for the purpose of this RFP document.
- e) Areas for no parking towing are to be defined by NMSCDCL in consultation with Traffic Police department.
- f) Parking yard for towed vehicles shall be provided by NMSCDCL. However, the same shall be managed by the Concessionaire.

5.37.2. Concessionaire

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

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

- b) Operate, maintain manage all hardware, software services covered in this RFP document throughout the Concession Period.
- c) The Concessionaire shall provide connectivity (electrical, network, etc.) within the parking area to all devices / equipment, such as LED signage including variable messages sign boards, sensors, boom barriers, entry / exit systems, handheld device (fall back device), manual pay station, built / installed under this RFP document, running, maintenance, operation & management cost of these devices/equipment throughout the Concession Period.
- d) The Concessionaire will be responsible for all civil installation work related to network connectivity, power supply extensions to devices, installation of devices equipment, any other networking, communication, infrastructure requirements related to any work under this RFP document.
- e) Record and maintain the assets/services created in this project. The Concessionaire has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/assets under this project.
- f) The Concessionaire has to incur all expenses: The Concessionaire shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the Smart Parking System Structural design of Smart Parking System, designed & certified by Structural Engineer. The certified structural design & drawing submitted by Concessionaire shall be further verified by NMSCDCL. Under No circumstances NMSCDCL shall bear any charges related to the installation, erection or maintenance of the Smart Parking System. The Concessionaire shall have to get the structural plans approved by the Structural Engineer of good repute duly approved by NMSCDCL, at his own cost.
- g) Concessionaire shall arrange network connectivity at each of the parking lot to make parking related data available on real-time basis
- h) Erect suitable steel structures at its own cost for installation of signage for parking guidance management system. These structures/poles shall be of

stainless steel, aesthetically designed structurally stable as per NMSCDCL specifications. The Concessionaire shall also indemnify NMSCDCL for any damage due to such structures.

- i) May utilize street light poles, with prior permission from NMSCDCL, for installation of repeaters/Gateways, switches/routers as necessary used exclusively for the purpose of this project, without compromising the aesthetic sense of pole.
- j) NMSCDCL will be the owner of all dismantled existing equipment from the parking lots. Such equipment shall be handed over to NMSCDCL, not later than a fortnight from date of such dismantling.
- k) Engage adequate battery back up to ensure uninterrupted power supply to all hardware (equipment, devices, etc.) covered under this RFP document.
- l) All physical assets created under this RFP as per Bill of Materials (BoM), will become the property of NMSCDCL at the end of Concession Period or at termination of the Concession, whichever is earlier, the Concessionaire will not have any legal right on these assets.
- m) At the end of the Concession Period of O&M, the Concessionaire has to handover all physical assets belonging to NMSCDCL in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, NMSCDCL will get it rectified at the risk cost of the Concessionaire. Performance Security of Concessionaire will be released only after successful handing over of all the physical assets in working condition to NMSCDCL.
- n) Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire, shall have to be made good by the Concessionaire within 72 hours of such damage, failing which NMSCDCL will issue a notice to Concessionaire asking for justification. Concessionaire will be required to respond to such notice within 3 working days. In case it is found out that the current issue is out of the control of Concessionaire, then problem will be solved jointly by NMSCDCL and the Concessionaire based on their agreement. Else, Concessionaire will be

required to do the needful within 72 hours of the decision made by NMSCDCL.

- o) The location of Parking lots area given under this RFP document is based on preliminary survey. Area location may change while preparing detailed design execution of this project. During the Concession Period, new parking lot(s) may be added by NMSCDCL the Concessionaire has to cover such lot(s) under the scope of this project with the agreed Parking Tariff.
- p) For any complaint registered by users, provisions shall be made by the Concessionaire in Smart Parking Mobile Application and on web portal for record and resolution. Dedicated number/Help line number shall be provided to users for any complaints/suggestions/feedback with regard to parking. The same shall be monitored by the Concessionaire. Responses shall be delivered to users within 48 hours. The Concessionaire shall provide a weekly report to the NMSCDCL every Monday on the number of complaints received during the previous week (Monday to Sunday), the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the Concessionaire.
- q) The concessionaire shall integrate the Parking Management System with the Smart City Operations Center proposed under a comprehensive ICT Tender by NMSCDCL. Necessary Standard Operating Procedures and integration mechanism shall be jointly prepared by the agency selected by NMSCDCL for the comprehensive ICT tender and the Concessionaire.
- r) The Concessionaire shall honour the Parking Passes/Stickers issued by NMSCDCL. NMSCDCL will not charge any parking fees from the user of such vehicles having Parking Passes/Stickers issued by NMSCDCL. Such non-charging of parking fees by the Concessionaire shall have no interference on Concession Fees to be paid by the Concessionaire to the NMSCDCL, the Concessionaire cannot make any claim on the account of non-charging of parking fees from such vehicles. Such Parking Passes/Stickers shall be valid on calendar year basis. NMSCDCL shall provide the database of passes/stickers (Vehicle Number, pass/sticker No., Type of Vehicle – Car, Scooter, Motorcycle , etc.) issued by it to the

Concessionaire in the software provided by the Concessionaire for this purpose on real-time basis.

- s) Apply for road cutting permission to NMSCDCL, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. NMSCDCL will get it approved as per feasibility at site. The final route will be decided/approved by NMSCDCL keeping in view the requirements of the Concessionaire and the site conditions. As such, any instructions/policy of NMSCDCL, Government of Maharashtra Government of India issued from time to time will be applicable on the Concessionaire.
- t) Restoration of roads, footpath, green portion , etc., will be done by the Concessionaire at its own cost as per plan approved by NMSCDCL or within 15 days (whichever is earlier) from the date of any road cutting done by the Concessionaire of NMSCDCL in relation to the work for parking solution under this project. Restoration has to be done with equivalent specifications provided by NMSCDCL so that after restoration the aesthetics purpose will not be compromised. Restoration work shall be carried out as per CPWD specifications.
- u) The Concessionaire shall take metered electricity for parking sensors, gateway, router/switches, LED signage / displays, Parking guidance system all systems for on-street, off-street & underground parking equipment, etc. The entire electricity charges shall be borne by Concessionaire only.
- v) The Concessionaire shall integrate the Smart Parking Mobile Application, the web portal with the NMSCDCL App, with the NMSCDCL Smart City Operations Center as when such Command Control Centre will be set-up by the NMSCDCL by itself or through any other Concessionaire.
- w) At the time of completion of implementation period (i.e. six months from the date of hand over of the parking lots to the Concessionaire by NMSCDCL), the Concessionaire shall inform the NMSCDCL in writing for the same along with a list of all the assets (details of equipment, software, services, etc.) deployed during the implementation period under this RFP document, including their costs. The Concessionaire shall update such assets list on yearly basis throughout the Concession Period.

- x) 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.
- y) The Concessionaire shall be responsible for any theft/damage/loss of vehicles parked in parking lots and shall be responsible for settlement of the dispute, if any, including under the Court of Law, also follow all instructions guidelines issued by Nashik Police / statutory rules & regulations / NMSCDCL for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) , etc.
- z) Responsible for the enforcement of parking no-parking areas, removal of unauthorized parked vehicle from area, which is provided as Annexure, other than specified parking lots. The Concessionaire shall deploy Tow-Truck for towing of illegally parked vehicles in the parking area in no-parking areas.
- aa) Undertake all measures for Cyber security, protection of information communication technology systems of this project from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Concessionaire will detect, analyse, do mitigation of vulnerabilities, protect Central Control Centre including Data Centre from cyber-attacks throughout the Concession Period.
- bb) Propose additional measures to increase occupancy of parking lots. However, the Concessionaire will be required to take approval from NMSCDCL before implementation of any measures to improve the parking efficiency.
- cc) Ensure at all times that the parking lots are utilized by cars, cabs, two - wheelers, other small vehicles, but no heavy or medium commercial vehicles are parked in specified parking lots unless the parking slot / lot is dedicated to buses.
- dd) The Concessionaire will provide necessary support, data other required information for integration of smart parking solution with Central Command Control Centre/Smart City Operations Center of NMSCDCL, as

when such Command Control Centre will be set-up by NMSCDCL through a separate agency.

ee) Responsible for provide security at the parking lots, shall report crimes in parking lots to Nashik Police NMSCDCL without fail.

5.38 Electricity Connection

- a) NMSCDCL will hand-over the Smart Parking sites as per the RFP to the successful bidder. It will be the responsibility of the Concessionaire to install/erect make arrangement for electricity connection to Smart Parking sites as per rules, law or instructions issued by the central or state government or NMSCDCL or any authority in this regard. The Concessionaire has to bear all the Maintenance cost of Smart Parking System including Electricity Bill etc. during the entire contract period. During the currency of the contract, Electricity consumption Bill of Smart Parking System shall be borne by the Concessionaire.
- b) Further, any theft, mishandling of electricity meter/fitting during the period of the contract, the Concessionaire shall also bear the cost of the same. Further, it will be the responsibility of the Concessionaire to hand over the entire Smart Parking to NMSCDCL on expiry/termination/ surrender of contract as the case may be, in good condition with full electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Security Deposit.
- c) Concessionaire will not be allowed to use Diesel Generator Sets for any purpose on the Smart Parking System. In case any D.G. Sets is found operating, directly or indirectly, the same will be seized by the NMSCDCL or its authorized representative will have the right to impose penalty maximum up to Rs.5000/- (Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to without prejudice to the rights actions taken by any government, Concessionaire under provision of law for unauthorized use of D.G. Set. The Concessionaire will prepare Business Continuity Plan and make provision for alternate sources of power with proper approval of NMSCCL.

5.39 Compliance To Rules, Regulations, Instructions Statutory Provisions

It will be the responsibility of the Concessionaire to ensure that all instructions/provisions issued time to time by NMSCDCL / Maharashtra Government, Electricity Company, PWD or any other department of the Union Govt. or Maharashtra. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms conditions of contract action will be taken against the Concessionaire as per provision of the contract.

5.40 Concessionaire Responsibility for Public Liability against All Claims, Act Losses Etc.

The Concessionaire shall indemnify the NMSCDCL, against all claims, actions, demands, losses, charges, cost of expenses, which the NMSCDCL has to incur, or which may occur on account of infringement of any of these conditions by the Concessionaire or on any other account whatsoever. The Concessionaire shall obtain a public liability policy of insurance in respect of NMSCDCL allotted to him.

5.41 The NMSCDCL, Authority To Recover The Cost In Case Of Any Default

If the Concessionaire shall neglect or fails in its duties under the Provisions of the contract, the NMSCDCL, Nashik may serve a notice on the Concessionaire asking it to do undertake tasks as agreed upon as in the contract and recover the cost thereof from the Concessionaire without prejudice to any other rights, the NMSCDCL may have on account of such default.

5.42 Termination of Contract On Breach

5.42.1 By NMSCDCL

- a) The NMSCDCL may, by not less than 60 (sixty) days written notice of termination to the Bidder. Such notice to be given after the occurrence of any of the events specified in this Clause and terminate this Agreement if:
- a. The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 60 (sixty) days of receipt of such notice of suspension or within such further period as the NMSCDCL may have subsequently granted in writing;
 - b. The initial 30 day period will be considered as 'Cure Period' for making good any discrepancies or resolving non-compliance.
 - c. The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - d. The Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;
 - e. The Bidder submits to the NMSCDCL a statement which has a material effect on the rights, obligations or interests of the NMSCDCL which the Bidder knows to be false;
 - f. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
 - g. As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the NMSCDCL, in its sole discretion for any reason whatsoever, decides to terminate this Agreement.

- h. In case of breach by the Concessionaire of any terms conditions of the RFP or that of agreement, the NMSCDCL or his authorized representative shall have absolute right to terminate the contract with due notice to the Concessionaire. The NMSCDCL reserves its right to forfeit security deposit even before termination of the contract on breach.
- i. It is further agreed that the Concessionaire shall not commit any breach of the terms and conditions of the agreement in the unlikely event of any other breach, the NMSCDCL shall give notice calling upon the Concessionaire to rectify/remedy the breach, to satisfy the NMSCDCL about there being no breach and satisfy NMSCDCL within a period of 30 days from the date of notice otherwise NMSCDCL shall be entitled to terminate the agreement without giving any further notice. In that event, NMSCDCL shall be entitled to recover all its dues which can be adjusted from the dues of Concessionaire, if any found due to him.
- j. It is further agreed that the Concessionaire has to hand-over the Smart Parking System in good condition including Electricity Connection. Electric Fittings. In case of any damage/loss observed, expenditure occurred there upon to make it in good condition would be deducted from the Security Deposit.

5.42.2 By Concessionaire

The Concessionaire may, by not less than 60 (sixty) days' written notice to the NMSCDCL, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) The NMSCDCL is in material breach of its obligations pursuant to this Agreement has not remedied the same within 30 (Thirty) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the NMSCDCL of the Bidder's notice specifying such breach;
- b) As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or

- c) The NMSCDCL fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

5.43 Shifting / Removal / Demolition Of Smart Parking System

The NMSCDCL, Nashik or his authorized representative shall have the right to have the Smart Parking System discontinued, shifted or removed at any time during the period of contract with due prior notice to the Concessionaire. In the event of such removal or shifting, the Concessionaire may be permitted at the discretion of NMSCDCL, Nashik to develop the Smart Parking System on the alternative site constructed / allotted, if available. The locations may be changed /relocated for the reasons beyond the control of NMSCDCL. The Concessionaire shall re-commission the Smart Parking System / Project Facility or the affected part thereof on receiving the instructions from NMSCDCL in this regard. In such a case the cost of relocation of any / all the Smart Parking System shall be borne by the Concessionaire as per the instructions from NMSCDCL. The Smart Parking System shall be relocated & decommissioned within 15 days. If the Smart Parking System has been damaged because of natural calamity, riots, fire, and accident or asked to remove for any legal dispute, NMSCDCL under no circumstances will reimburse the Concessionaire for such damage or removal.

5.44 Transfer Of Rights

The Concessionaire shall not assign or transfer the rights hereby granted to him to any person or persons, firm or company whosoever or whatsoever in any manner including by way of subcontract, agency or in any other manner without intimating in writing to the CEO, NMSCDCL.

5.45 Acceptance / Rejection of Tender.

The Competent Authority of NMSCDCL, Nashik reserves the right to accept or reject any tender without assigning any reason.

5.46 Jurisdiction of Court

The courts located in Nashik only shall have Jurisdiction to try decide the matter / dispute between the parties.

5.47 Written Agreement

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

All documents submitted by Concessionaire at the time of Tender will be the part of Concession Agreement.

5.48 Entire Agreement

This Agreement and the Annexures together constitute a complete exclusive statement of the terms of the agreement between the Parties on the subject hereof, no amendment or modification hereto shall be valid effective unless such modification or amendment is agreed to in writing by the Parties duly executed by persons especially empowered in this behalf by the respective Parties.

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

5.49 Force Majeure

5.49.1 Definition

- a) For the purposes of this Agreement, —**Force Majeure** means an event which is beyond the reasonable control of a Party, which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include

- a. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
- b. any event which a diligent Party could reasonably have been expected to both
 - i. take into account at the time of the conclusion of this Agreement,
 - ii. Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.49.2 No breach of Agreement

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

5.49.3 Measures to be taken

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

5.49.4 Extension of time

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

5.49.5 Consultation

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

5.50 Counter Offer

No counter request/offer will be acceptable to the NMSCDCL once the tender process is initiated.

5.51 Maintenance Performance Standards

5.51.1 Preamble

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

5.51.2 General

During the period of operation, the Concessionaire shall maintain all the facilities in accordance with performance

Standards maintenance requirements, as mentioned below:

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

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

5.51.3 Maintenance Works

- I. The Concessionaire shall in consultation with NMSCDCL evolve an Operation Maintenance Manual.
- II. The Concessionaire shall perform routine periodic maintenance activities for the project infrastructure viz. civil, mechanical electrical works equipment, services, and facilities.
- III. Maintenance of all the electrical-mechanical equipment, machineries shall be as per Original Equipment Manufacturers'(OEM) Standards.

5.51.4 Maintenance Performance Standards

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

5.52 Reporting Monitoring

5.52.1 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 NMSCDCL.
- b) To provide for flexible report formats, in .pdf, .xls, .txt or any other user - friendly structure including graphics depending on the request of the NMSCDCL from time to time.
- c) Reports should be available remotely also in NMSCDCL 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.
- d) To develop implement requisite application for hosting/updating of other information (i.e. information not available in NMSCDCL backend systems, like FAQ, service details, etc.) in its system as well as on website notified by NMSCDCL.

5.52.2 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 Concessionaire to NMSCDCL for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Bidder can be measured.
- b) The Concessionaire & NMSCDCL shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.
- c) The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses.

However, the penalties shall be applicable only after the 2nd (Second) month of the operation of Concessionaire.

5.52.3 SLA during Implementation

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

In case, the Concessionaire reaches maximum of penalty at any point of time, NMSCDCL reserves the right to invoke the termination clause.

The Smart Parking System shall be installed operationalized by the Concessionaire within six (6) months from the agreement date/Date of Clear Site handover from NMSCDCL in accordance with the RFP stipulations, any delay in installation or operationalization of Smart Parking System will attract the penalty as given below on Concessionaire on each incomplete parking site.

Delay	Penalty Value
Per week	INR 5000 per week per slot

5.52.4 Post - Implementation SLA

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.

- a) 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 NMSCDCL. If found true, then a penalty of minimum amount of Rs.10000/-for each such incident shall be imposed on the Concessionaire. For repeated violation, action shall be taken against the Concessionaire as per clause of this RFP to terminate the agreement.

- b) The Concessionaire has to ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot. For each such violation a penalty of Rupees 200 per vehicle per incident will be imposed.
- c) The Concessionaire has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot. For each such violation a penalty of Rupees 500 per vehicle per incident will be imposed.
- d) For non-operation of database on any of the day, NMSCDCL will charge the Concession fee of Rupees 500 per hour.
- e) The uptime commitment of all the parking sensors, LED display, or any other equipment/ communication devices used for real-time availability of parking spaces is 99%.
- f) If the online information of parked vehicles/availability of parking is not matching with the actual position (99% accuracy) than a penalty of Rs. 1,000/- per parking lot per day will be imposed.
- g) No offline billing of parking charges will be allowed. The Concessionaire has to make standby arrangement of the internet/network connectivity in case the online system is down at any time. The Concessionaire has to keep the spare held device, computers, network equipment other equipment so that the system will be operational all the time.

5.52.5 Other Penalties

- a) Penalties for vehicle parked outside parking lot but not towed away/clamped by the Concessionaire will be Rs.200/-per vehicle per day.
- b) It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security Application Integrity.

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

c) 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 NMSCDCL.

II. 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 Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

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

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

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

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

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

5.52.6 Review of SLA Parameters

The SLA design is based on the scope of services and operational aspects of Bidder. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of six months from the date of go-live of the Bidder. NMSCDCL may consider revision of the SLA parameters and update this agreement. If the revision occurs, then the revised SLAs would be final binding for the rest of the term of the contract.

SECTION II: Scope of Work

6 Scope of Work

The Smart Parking initiative in Nashik Smart City is aimed at providing parking management and guidance system. This shall be achieved via a sensor based smart parking solution to identify each parking slot and enable availability of accurate parking information. Details related to the Smart Parking initiative requirements are mentioned in the following sections.

6.1 Overview of Existing Environment Related to Smart Parking

1. As part of Nashik Smart City Project, there are 33 parking locations tentatively identified to be utilized under Smart Parking. Out of the 33 parking locations, 5 parking locations are Off-street with 372 four-wheeler parking spots and 255 two-wheeler spots. Remaining 28 parking locations are On-street parking locations with 1632 four-wheeler parking spots and 4376 two-wheeler parking spots. The spots are also referred to as 'bays'.

2. Parking locations in Nashik Smart City project under consideration for Smart parking Solution can be categorized into two types:

- I. **Off-street parking locations:** This type of parking consists of demarcated area for parking near a street or road. It shall include but not limited to Mobile/Handheld POS with integrated attendant application, entry and exit barriers, display panels indicating total parking spaces and available spaces, loop sensors or entry/exit sensors, slot availability information (The backend algorithm should calculate the available parking space based on the simple formula as below: Total Available Parking space in a parking Lot (A) = (Total Parking capacity of a particular parking Lot) (B) - (Total No. Vehicles which has entered and not exited the parking lot) (C)

Or

Total Available Parking space in a parking Lot i.e. $A = B - C$

The system should have advanced slot booking facility and map based guidance system up to parking location. These parking locations will have proper fencing and a defined entry and exit points. Individual sensors for parking slots are not proposed.

- II. On-street parking locations: This include street parking which are individual marked parking slots on the street. It shall include but not limited to Mobile/Handheld POS with integrated attendant application, occupancy sensors, gateways, display panels indicating total parking spaces and available spaces, parking enforcement alarm for parking ticket occupants, clamping facility, slot availability information and map based guidance system up to individual slots. Such locations will not have a boundary wall and defined entry and exit points. These kind of parking spaces will have specified number of slots available. Individual magnetic or equivalent sensors for parking slots have been considered for implementation for four-wheelers. For two-wheelers, sensors are not being considered and rather operator/personnel are being proposed. In all the cases, real-time data will be made available in the Parking Management Software and the Smart City Operation Centre solution.
3. All the afore-mentioned information will be available on the Parking Management Portal and Mobile App
4. The list of parking locations with capacity of 2-wheelers and 4-wheelers is provided in the annexure.

6.1.1 Smart Parking Key Objectives

Following are NMSCDCL's key objectives from the smart parking initiative

1. To uniquely identify all parking spots through sensor and other smart parking technology solutions depending on the category (On-Street/Off-Street)
2. To enable accurate information on availability of parking slots in real time through multiple data sources viz. monitoring entry and exit of vehicles in parking lots, sensors, Mobile POS.
3. To enable parking guidance system to direct drivers to available parking spots
4. To enable users to pay on the spot or reserve parking spots via a dedicated web portal and mobile application.

6.1.2 Survey and Drawings and other works

1. The Concessionaire shall undertake Plain Table survey and design Parking Plans. The same needs to be approved by NMSCDCL.
2. Tree Guards are to be provided for protection wherever required on parking streets

6.1.3 Marketing and Awareness Program

1. The Concessionaire shall prepare a detailed media plan and get the same approved by NMSCDCL
2. The Concessionaire shall directly undertake awareness campaigns and media promotions through multiple channels such as radio, print, social and web platforms.

6.1.4 Smart Parking –Concessionaire Guidelines

6.1.4.1 Smart Parking Guidelines

3. This document mentions proposed smart parking solution for the proposed parking lots.
4. Concessionaire is required to conduct an additional detailed survey to study, validate and submit all updated documents, survey reports and maps as part of the proposed solution to NMSCDCL.
5. The Concessionaire may propose any other innovative solution to increase occupancy of parking lots. However, the Concessionaire shall be required to take approval from NMSCDCL before implementation of any solution, whether proposed or otherwise.
6. The Concessionaire shall ensure at all times that the parking lots are utilized by cars, cabs, two wheelers and that no heavy or medium commercial vehicles are parked on On-Street parking areas.
7. The Concessionaire shall provide parking system that is accommodative to the needs of differently-abled people.
8. The solution provided by Concessionaire shall include end devices for parking management and revenue collection and alternate fall-back mechanism for ensuring smooth working of Smart Parking initiative.

9. All revenues generated from parking shall be accounted for and tracked. It shall be collected online to the maximum extent through mobile APP or alternatively through Attendant based Mobile POS to start with till citizens become fully conversant of cashless and attendant less transactions. The Concessionaire shall ensure validity and accuracy of occupancy data and revenue through multiple sources i.e. sensors, Mobile POS etc. The Concessionaire shall undertake promotions, marketing to ensure 80% of cashless transactions within 3 years of operations. The said data is subject to audit by NMSCDCL.
10. Concessionaire shall be responsible for all civil and installation work related to last mile connectivity, power supply extensions to devices, installing devices and equipment, and any other networking, communication, and infrastructure requirements related to Smart Parking.

6.1.5 Smart Parking Scope – Functional Requirements

6.1.5.1 Overall Functional Requirements

The overall functional requirements for the Smart Parking Solution are mentioned below:

1. System shall be equipped to track, monitor and manage On-street & Off-street Parking locations.
2. Nashik Municipal Corporation has selected an agency for surface preparation, asphaltting, demarcation of slots and painting in parking areas. The bidder has to coordinate with the selected agency for preparing the final designs/layout for demarcation of slots and handover the same to the agency already selected by NMC for the said scope of work.
3. The Concessionaire shall ensure that all parking slots are individually and clearly marked. Such individual markings shall have a one-to-one mapping with the parking sensors for four-wheelers on On-street parking areas.

4. System shall include a Parking Management and Parking Guidance System to direct drivers to available parking slots
5. System shall have the capability to uniquely identify each vehicle entering any of the parking lots. Concessionaire may propose barcoded tickets, magnetic strip cards, RFID cards, Smart Cards, QR Coded entry or any other technology as deemed fit by the Concessionaire.
6. Integrating information related to all Smart Parking components, including hardware components like barriers, wireless handheld MPOS devices, sensors; and software applications to perform parking related functions like payment, reporting, tracking, providing guidance, etc. This information shall be monitored and managed in the Centralized Smart City Operation Centre.
7. The entire database generated through the implementation will be synched with NMSCDCL as backup. The bidder will specify backup/sync requirements.
8. Shall ensure availability of real time parking information by occupancy sensors and Mobile POS (MPOS) in on-street parking, entry and exit sensors & MPOS in off-street parking lot
9. Shall allow Nashik City residents and visitors to access the Parking Guidance System via City Connect Mobile App and City Connect Online Portal through API or appropriate integration mechanism
10. Shall provide an application for greater visibility into parking related details through analytics, such as usage and vacancy periods, premium parking demand, etc. for making informed decisions.
11. The solution shall be automated, reliable, cost effective, scalable, secure, environment friendly, energy efficient and must entail minimum human intervention for day-to-day parking management.
12. Shall include provisions for the following types of parking reservations:
 - i. **Category A - Walk-in Parking:** This category includes motorists who enter a parking lot without any prior booking. This category of

motorists may be provided a QR Coded ticket through Ticket Dispenser, or any other advanced technology as deemed fit by Concessionaire.

- ii. **Category B - On-Spot Online Booking:** This includes the motorist reserving a parking spot on reaching the parking lot (if available) through the mobile app/portal. This category of motorists may be identified through a Unique Booking Number (UBN) or a Quick Response (QR) Code, or any other advanced technology as deemed fit by Concessionaire.
- iii. **Category C - Online reservation for Pre-booking a Spot:** Any motorist shall be allowed to book a parking spot in any of the parking lots through City Connect Mobile App and Online Portal. The user shall be charged for pre-booking a spot. If the motorist does not show up for 15 minutes after the elapse of the pre-booked time slot, the reservation shall be terminated and the slot shall be reassigned. This category of motorists may be identified through a Unique Booking Number/ Quick Response (QR) Code, or any other technology as deemed fit by Concessionaire. No penalty shall be applicable in case of cancellation.
- iv. **Category D - Pass-based Parking (Monthly, quarterly, yearly, etc.):** There shall be a provision for users to buy monthly, quarterly or yearly passes for hassle-free experience. This category of motorists may be identified through a Unique Booking Number, or an NFC enabled Smart Card, or QR Code or any other advanced technology as deemed fit by Concessionaire.
- v. **Category E - Premium Paid Parking:** Premium shall be charged for users who wish to book a slot located at a convenient position in the parking lot, for e.g., by the entrance of a parking lot or next to a corporate office entrance. Additionally, premium shall be charged for corporate offices that wish to book slots in advance for their employees. This category of motorists may be identified through a Unique Booking Number, QR Code, NFC enabled Smart Card, or any other advanced technology as deemed fit by Concessionaire.

- vi. **Category F - Night Parking:** Motorists shall be allowed to avail night parking services for their vehicles at designated parking lots.
- vii. Please note, the various categories of reservations as described above will be reviewed, amended or deleted and subsequently formalized by way of documentation of a formal Parking Policy for Nashik which is subject to approval of the General Body. The policy will define the duration and applicable fee/rates for parking as per category.

6.1.5.2 Parking Management and Guidance System (PMGS) for Off Street Parking

The PMGS shall internally comprise of two subsystems, namely Parking Management System and Parking Guidance System.

The Parking Management System shall consist of the access control system for tracking vehicles in and out of the parking lot, billing information, and real time information about availability of parking slots. It shall also comprise components such as barriers, payment device, payment mechanism, wireless handheld device/MPOS, etc. The Parking Management System components shall communicate back and forth with the Smart City Operation Centre.

The Parking Guidance System shall guide the motorist to appropriate parking spots using a combination of digital signs and indicators within the parking lot. The Parking Guidance System comprises of components such as magnetic sensors, loop sensors for vehicle detection, display panels, mobile app and map based guidance system, etc. It shall facilitate the search for finding the nearest parking location.

The Parking Management and Guidance System shall cater to all types of parking lots – On-street & Off-street.

6.1.5.3 Parking Management Subsystem

Functional requirements for the parking management components are described below:

1. Entry Requirement

- i. Entry to any parking space shall have outdoor displays/screens showing overall availability of parking slots in that particular parking space.
- ii. The ticket, QR Code and Smart Parking Card or any other technology used by concessionaire shall be capable of capturing data that is easily retrievable at the exit.
- iii. Every vehicle entering the parking space shall be stopped by barrier. The barrier is raised when the motorist is issued a ticket or has been identified as a legitimate user.
- iv. In case the parking lot is already occupied to its capacity, appropriate message shall also be displayed on the outdoor screen stating the same and the appropriate status should also reflect in the software.

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Mobile Point of Sale (MPOS)

Sr. No	Specification
1	Wireless Handheld Entry & Exit Device with Integrated Bluetooth/Micro USB Printer
2	The device should be IP67 rated and Android powered
3	The POS device should be able to control boom barrier via Bluetooth or Wi-Fi.
4	The POS device should be able to store at least 6 months of data
5	The shift reports could be collected from the POS devices itself
6	The POS device should work offline as well, store relevant data in SD Card and the data stored from offline operation should be synced with the server as soon as connection is restored
7	The barriers should be functional even in offline mode
8	The printer shall be connected with the POS terminal smart phone via Bluetooth or micro USB
9	The POS device should have a 13MP in-built camera for scanning the QR codes
10	Device should be an online unit, connected in real-time with Parking Operations control center through Wi-Fi. It may be powered by batteries and power supply along with cradle for charging.
11	Capability to print real time parking receipts and QR-coded tickets
12	Transactions to be uploaded instantly and automatically to the data centre/control centre.
13	Ticket dispensing & cash register functionality should be possible within a single device.
14	It should be possible to scan the QR Code on tickets issued by the entry device and issue receipts post payment
15	It should be possible to validate QR Codes for reserved or drive-in users using the Mobile Parking application

MPOS Billing Application

Sr. No	Specification
1	The application should enable retrieval for transaction ID by at the least 3 methods to calculate the parking fee at exit or during any time vehicle is parked for security or other reporting reasons i.e. Scanning Paper QR Code, Entering Mobile ID, Entering Unique ID Printed on ticket
2	POS Application shall be Android Based

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Sr. No	Specification
3	Application shall be capable to validate drive-in and reserved users by scanning QR Code generated on Mobile Parking Application of commuters
4	The POS software should be able to differentiate and handle between normal paid parking users, VIPs and guests who are not supposed to pay parking charges
5	The POS software should be able to handle loss of entry ticket/pass
6	The POS application shall have an option to open boom barrier through handheld entry device
7	The POS application shall have an interface to enter car number, car type etc. parameters
8	The POS application, POS Portal, Parking guidance software, Parking Management Software, security enforcement software, live map view software, dash boarding, reporting and analytics software and user mobile Application shall be an integrated suite developed by the same company.

2. Entry and Exit Barrier for Off Street Parking

- i. The barrier at entrance shall receive open and close commands from the MPOS over the communication interface once ticket issue button is pressed.
- ii. The barrier at exit shall receive open and close commands from the MPOS device.
- iii. Barrier shall be allowed to be open and close remotely through the server and console with detailed logs associated with this to ensure no unauthorized opening and closing of the barrier is done.
- iv. The entry and exit barrier shall communicate with the Entry POS and Exit POS over an intelligent communication protocol to ensure that the system cannot be bypassed.
- v. Open and closing time for the barrier shall be within limits as per latest industry standards.
- vi. Barriers shall be monitored for collision or forced entry and provide indication to the Integrated Parking management system
- vii. The barrier shall have 100% Duty Cycle.
- viii. It shall be a non –hydraulic mechanism for low maintenance.

- ix. It shall have Self-locking gear system to ensure that the Barrier arm cannot be lifted manually.
- x. It shall be free of any front line maintenance requirements – no need to grease application etc.
- xi. The Barrier shall have an integrated two-channel induction loop detector

3. Management and Optimization of Parking Slots

- i. Though the solution shall be automated with minimal requirement for personnel, each parking lot shall be managed by on-ground staff and managers for better functioning and management. Each open and street parking shall have sufficient number of personnel to manage entries, parking, payment and ensuring no illegal/obstructive parking.
- ii. The number of parking slots have been mentioned in Annexure section.
- iii. It is the responsibility of the Concessionaire to follow all norms, rules and regulations laid down by NMSCDCL/ NMC

4. Payment options

- i. For bookings through Smart Parking Portal and Mobile App, payment shall be made using eWallet/net banking/credit card/debit card etc.
 - ii. Cash shall also be one of the modes of payments at the MPOS.
 - iii. Additionally, the Concessionaire can implement innovative and provide cost effective payment methods upon approval from NMSCDCL.
5. One key objective of Smart Parking is to ensure no revenue leakages. The Concessionaire shall ensure validity and accuracy of occupancy data and revenue through information from multiple sources i.e. sensors, MPOS, Boom Barriers etc. The Parking Management System

shall have adequate mechanism for centralized transparent and auditable enforcement and the concessionaire shall engage adequate field resources for addressing illegal / obstructive parking. However, the final authority of levying fines and enforcement shall lie with the Competent Authority. The SOP shall be defined during detailed design stage.

6. The objective of proposing multiple wireless handheld device in Parking lots is to provide additional support during peak hours by generating tickets on entry points and accepting payments on exit points. This shall help facilitate fast movement of vehicles in and out of the parking lots during peak hours. All these wireless handheld devices shall be connected to the Parking Management System and the Smart city operation Centre via City connect mobile app and Smart Parking portal and Mobile App. Please note that this handheld device shall be connected to the entry or exit barriers.
7. The bidder is expected to follow various payment related guidelines as applicable. Further, the security related guidelines as issued by the Cyber Security Model Framework for Smart Cities as per Office Memorandum bearing reference number K-15016/61/2016-SC-I issued by MoHUA are also to be referred and adopted as applicable.

6.1.5.4 Parking Guidance subsystem for motorists (On Street)

1. Sensors for vehicle detection
 - i. The sensor shall be intelligent and accurately detect if the car space is vacant or occupied.
 - ii. Appropriate sensors shall be chosen based on the type of the parking spot and its external conditions. The preferred sensors would be magnetic sensors or equivalent, but the Concessionaire can propose innovative, advanced but reliable implementation approaches using other sensors.
 - iii. The sensor shall be able to detect a vehicle irrespective of the depth or height of sensor installation.

- iv. Each sensor shall have its own unique identification in order to be accurately tracked by the Parking Guidance System.
- v. Each sensor shall have an accurate and real time feedback mechanism to be detected automatically by the system in case of faults.
- vi. It shall be placed appropriately per parking spot.

2. Informative Display Panels

- i. The display panels units shall indicate available spaces for each parking aisle, total parking spaces and parking availability and shall be able to be customized by software.
- ii. The display panel shall be easy to understand
- iii. The contents to be displayed shall be in English and Marathi

6.1.5.5 Mobile Application and Web Portal for Smart Parking

The Citizen App and Web Portal are required as a part of Smart Parking Solution.

1. Mobile application

- i. The app should detect the current GPS location of the user
- ii. Basis the final destination entered by the user, the nearest available parking spaces are shown using maps in decreasing order of distance and if user decides to reserve it, reservation is done with payment done from e-wallet/Credit or Debit Cards or after physically going there in which case the parking lot might or might not be available.
- iii. Number of vacant parking slots in a parking on map should also be shown to user
- iv. User shall be able to locate alternate route and parking lot after seeing the traffic congestion feed.
- v. Limit set on the advance time to reserve (six hours) except premium and periodic paid parking.
- vi. User can also rent a spot on a monthly basis.

- vii. Cancellation for the spot shall also be provided in case of reservation. For this appropriate concession time period for cancellation without penalty fee and cancellation fee applicable after the elapse of the concession period shall be configurable as per the requirements of NMSCDCL.

6.1.5.6 Hosting and Connectivity

1. The Concessionaire has to set-up the data center at an identified location or host in a cloud data center
2. The Concessionaire has to determine the appropriate technology for establishing connectivity from the field locations to the data center
3. The Concessionaire has to ensure that all applicable security standards as defined by Gol regarding hosting and applications are met
4. The Concessionaire has to undertake a security audit of software and hardware component once before Go-Live and thereafter on an annual basis.

6.1.5.7 Real-time Monitoring and Dynamic MIS Reporting

1. The Parking Management Guidance System (PMGS) shall include central reporting system establishing the connection between the devices and sensors, and the centralized Smart city operation Centre and Parking Management Data Centre
2. The solution shall report dashboards with location specific thresholds to be set for generating customized reports
3. The solution shall be capable of monitoring the number of vehicles that entered or exited the parking premises during any given time
4. The solution shall generate reports for each parking spot, in each of the parking lots capturing utilization, cost, and revenue details, and details of assets, people and etc.
5. These reports shall be available in all standard acceptable formats like .csv, .PDF, .XML, .txt, etc.

6.1.6 Smart Parking Scope – Technical Requirements

This section gives an overview of the technical requirements, specifications, standards and certifications required for this project.

1. Entry and Exit Requirement

- i. The entry of parking lot shall have a color LED/LCD display and shall be integrated to display to the customer real time parking slots available for parking in English and Marathi language
- ii. The display shall have capability to project dynamic digital advertisements. This sponsored advertisement shall be relayed from centralized Smart City Operation Centre.
- iii. The revenue generated from advertisements shall be counted in the gross revenue of the Concessionaire and the concessionaire shall factor the same in the revenue to be shared with NMSCDCL.
- iv. All advertisements need to be pre-approved by NMSCDCL
- v. Entry Device with the following capabilities:
 - a. The MPOS at Entry shall be capable of dispensing tickets with printed QR Code. It shall also be capable of scanning QR Code from mobile phones and other devices for Category B to Category F types of reservations. Upon pressing the Print Ticket button, a ticket shall be issued with the following details:
 - Entry time & date
 - Unique ticket transaction number
 - Entry Device identification
 - Site identification
 - Vehicle Type
 - Vehicle Number
 - b. The MPOS shall have capability to enter the Unique Booking Code (alpha-numeric code) received by the motorist. In cases where the

motorist enters Unique Booking Code, the Entry Device shall dispense a QR Coded ticket with the following details:

- Pre booking authentication code
 - Entry time & date
 - Unique ticket transaction number
 - Entry Device identification
- c. The MPOS shall have QR Code reading facility and shall have the capability to read Smart Parking Card, monthly passes, Corporate Cards or any other device.
- vi. All MPOS activity must be logged in the system activity database.
- vii. The MPOS Device shall be able to operate in Offline mode. It shall retain maximum functionality even if the communication with the server is not available due to network failure or server crash.
- viii. Every MPOS shall have a local memory of a few thousand transactions, in case of no connectivity. Upon reconnecting to the server the unit shall update and restore all data.
- ix. Under all circumstances the system shall be fully auditable for every single transaction.
- x. Data sharing between the Parking Management Solution and Smart City Operations Centre shall be seamless through secure data transfer between the API and the Platform. Moreover, vendor shall ensure that the solution shall not get limited owing to proprietary issues.

2. Exit Requirement

- i. Under all circumstances the system shall be fully auditable for every single transaction.**
- ii. Manual Pay Station**
 - a. The Pay Station solution shall be foolproof and tamper proof with users not allowed to install applications and change any settings of the operating system.**
 - b. It shall have all basic operability functions. It shall be connected to the Smart City Operation Centre's Central Solution via the network and be capable of remote monitoring from the same.**
 - c. The transactions shall get uploaded instantly and automatically to the central server using on-line connectivity. This shall be in a real time mode, rather than at intermitted intervals.**
 - d. Handheld QR Code Scanning Device or any other device used shall be connected using a USB Interface**
 - e. Automatic receipt issuing is a must by way of physical print and/or in the mobile app.**
 - f. Operators shall log in and out of their shift using a unique authentication password.**
 - g. The system shall be capable of accepting all supported means of payment like cash, credit cards, and debit cards.**
 - h. At the end of the shift a shift-report shall be printed.**
 - i. It shall be possible to accept the validations and issue free or discounted parking as per requirement/or as an exception**
 - j. It shall be able to send a report to the validation provider with the amount billed to them automatically at a defined time.**

3. Parking Management and Guidance Solution

- i. The solution shall be integrated with the Integrated Industry Standard Open Platform (Smart City Operations Center solution) to manage, monitor and control the Smart Nashik parking initiative.
- ii. The solution shall be able to monitor and configure all devices with respect to parking (sensors, displays, and MPOS).
- iii. It shall control the system functionality and monitoring shall be done from other computers remotely.
- iv. It shall provide capability to create full report of exact location. It shall be customizable and update about occupation and movements of vehicles in real time.
- v. It shall provide real time monitoring of all system status.
- vi. It shall report alarms when devices are not connected or when any equipment fails
- vii. The software shall notify alarms after a period of time if a car is parked for more than some defined timeline to detect cases of abandonment.
- viii. The software shall provide full graphical plan information of the car park with exact locations.
- ix. The software shall allow downloading the information and configuration of fields for maintenance purpose.
- x. The software application shall have built in tools for third party integration to obtain real time information
- xi. Shall provide access at user levels with passwords.

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- xii. The software shall have historic log for available spaces, period of time.
- xiii. The software shall be able to handle manual overriding of available spaces, special parking requirements for reserved spaces

Sr. No	Software Features and Functionalities
1	The guidance software should get real-time information of parking availability from the sensors
2	The guidance software should reflect change of status in the parking lot within 5 seconds and should be configurable
3	Real-time hardware diagnostics should be provided. Real-time data from sensors, LEDs, controllers, gateways and displays should be collected and displayed
4	The diagnostic data should mention which sensor is working and which is not
5	The diagnostic data should mention which LED bay indicators are operational and which are un-operational
6	The diagnostic data should also show live battery status of the sensors in real-time
7	The diagnostic data should mention which display monitors are operational and which are un-operational
Parking Guidance Dashboards, Reports & Analytics	
8	<p>Reports for Parking Guidance System should include (analytics for data collected from sensors on each slot)</p> <ul style="list-style-type: none"> • Slot level usage • How many vehicle-rotations/slot for a day or any other custom period • Average occupancy time of each vehicle on each slot • Low slot usage information (if a slot is never being used, it will be shown on this report) • High slot-usage information • Peak-hour in-traffic • Peak-hour out-traffic • Occupancy hot-spots on the layout view

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Sr. No	Software Features and Functionalities
	<ul style="list-style-type: none"> Average turn-around time of each slot (on an average, how long does it take for a new vehicle to come into a parking slot, after a vehicle has exited that slot)
9	The reports and analytics should be downloadable on a spreadsheet
	Parking Management Software
10	Parking management software should allow the operator to add/delete additional parking areas
11	Along with addition of parking lots, the software should allow the user to specify number of parking lots and total number of slots in each location
12	Shall integrate multiple parking slots operated by the Concessionaire
13	Shall integrate multiple parking slots operated by multiple parking contractors
14	The software should allow adding individual slot specific information on each floor and map them to individual sensors
15	The parking management software can be used to add geographical location of the parking areas which should be reflected on the real-time parking information app to be provided to public
16	The software should allow parking slots to be configured as premium slots or non-premium slots
17	Parking slots should be allowed to be selectively enabled/disabled from the software
18	Manage online bookings for parking
19	Manage monthly passes
20	The software should enable payment and refund handling
21	The software should allow pricing scheme for the POS devices
22	Open software architecture (API / Universal Interfaces)
23	Multi-tasking/multi-application capability allowing to open several operation modules at the same time

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Sr. No	Software Features and Functionalities
24	The system shall generate alerts for over parked cars for security enforcement
25	The POS application, POS Portal, Parking guidance software, Parking Management Software, security enforcement software, map view software, dash boarding, reporting and analytics software and user mobile Application shall be an integrated suite developed preferably by one company
26	There shall be a provision that new entries to the car park are not permitted in case of the full occupancy of the Car Park
27	Unique Identity for each transaction shall be created
28	Provision for user name and passwords to restrict use to authorized persons only. Separate provisioning for Administrator and for General User
29	Shift reports including Operator name, Shift number and Shift wise traffic & transaction details
30	Daily & Monthly Summaries
	Web Portal for Commuters
31	The portal should have open APIs for 3 rd party integration
32	Portal must be omni channel i.e. its design should be such that it can be viewed easily on laptops, tablets and mobiles
33	Should be browser independent and work seamlessly on all leading browsers
34	Should have workflow capabilities about the content approval and publishing process
35	Provisions to track and generate web traffic reports for Portal administrators
36	Citizen registration: <ul style="list-style-type: none"> • One-time online registration to be done and stored in the data center. • Terms of service to be accepted by the user prior to log-in
37	Parking Guidance System: <ul style="list-style-type: none"> • Current GPS location determined. • User enters destination • Nearest available parking spaces are shown using maps in decreasing order of distance, the rates of each

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Sr. No	Software Features and Functionalities
	<p>parking applicable at that time shall also be displayed and if user decides to reserve it, reservation is done with payment done from e-wallet/ payment gateway</p> <ul style="list-style-type: none"> • Number of vacant parking slots in a parking on map should also be shown to user.
38	Shall be browser independent and responsive to run in the same manner on leading browsers like Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.
39	Shall support Unicode and be multilingual in at least English and Marathi.
40	Shall have provision for patches, hotfixes and bug fixing solutions.
41	Shall adhere to the best possible security standards in the industry.
42	Shall support minimum Web 2.0 capabilities
	Live Floor Plan MAP View of Parking Bay
43	MAP View software should provide slot-wise information
44	The software should clearly state which slot is occupied and which ones are unoccupied in real-time
45	Any change of status on the parking slot should be communicated to the software within 5 seconds and should be configurable
46	The entire parking lot's floor plan should be displayed on the software, either from CAD diagrams or manual mapping of slots within the parking lot
47	The layout view should provide slot-wise live parking occupancy information
48	The layout should be easily designed and configurable based on any changes on the ground
49	The layout should be designed on a easily editable mark-up language such as scalable vector graphics (SVG) and should not be in any image format
	POS Portal
50	The POS portal should provide live revenue collection data in real-time

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Sr. No	Software Features and Functionalities
51	The POS portal should provide a dashboard with 2-wheeler, 4-wheeler and booking's revenue collection information
52	The POS portal should provide filters for: <ol style="list-style-type: none"> a. Vehicle number search b. Vehicle type – 2w/4w c. VIPs (for whom parking fee was not charged) d. Guests (for whom parking fee was not charged) e. Time specific data retrieval f. Loss of pass transactions g. Entry operator search (from the operations side who gave the QR coded ticket) h. Exit cashier search (who collected cash for that transaction) i. Number of vehicles still inside the parking premises
53	Allow dynamic pricing for POS devices
	Dashboards, Reports & Analytics – POS
54	The reports and analytics should be downloadable on a spreadsheet
55	Reports for POS should include (analytics for data collected from the billing devices) <ul style="list-style-type: none"> • Detailed report of daily, weekly , monthly and any other custom date range audit reports • Revenue trends to be displayed in the form of bar charts • Number of vehicles in/out with in-time and out-time • Duration of stay of each vehicle • Number of commuters along with the vehicle registration number • Number of users that lost their passes and were charged a fine for the same • Employee tracking • Which employee was collecting cash and what was the actual collection for that day/period • Average occupancy time of each vehicle • Peak-hour in-traffic • Peak-hour out-traffic

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Sr. No	User Mobile Application Specification
1	All applications, content, data, and information related to the App and users should be securely hosted and saved in the Data Centre
2	Free to download and use for all citizens, guests and visitors
3	Should be light, intuitive, easy to use, responsive, secure and maintain
4	Compatible with and responsive to all leading smart phones on Wi-Fi, GSM
5	Operating System (OS) should be independent and available on all major OS platforms including iOS, Android
6	The parking application should be developed in native code
7	The application should be integrated with Google maps to provide live parking data
8	The application should be integrated with payment gateways or mobile wallets for digital transactions
9	The application should provide the live floor-plan of the parking lot with parking availability on each slot
10	The application should allow users to reserve parking slots and pre-pay for the same
11	The application should have provision for paperless transaction and allow the users to enter their vehicle registration number. Each vehicle registration number should be uniquely identified with a QR code. The application should be integrated with the POS system where the vehicle QR can be scanned at the entry to gain access to the parking lot
12	The application should also support geo-fencing
13	The application should help commuters remember their parking slot after they have parked their cars
14	The application should have in-app support system such as 24/7 live chat with customer support team
15	Citizen registration: <ul style="list-style-type: none"> • One-time online registration to be done and stored in the data center.

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	<ul style="list-style-type: none"> • Terms of service to be accepted by the user prior to log-in
16	<p>Parking Guidance System:</p> <ul style="list-style-type: none"> • Current GPS location determined. • User enters destination • Nearest available parking spaces are shown using maps in decreasing order of distance, the rates of each parking applicable at that time shall also be displayed and if user decides to reserve it, reservation is done with payment done from e-wallet/ payment gateway • Number of vacant parking slots in a parking on map should also be shown to user.
17	Online cancellation for the spot should also be provided in case of online reservation.
18	The App should integrate with and allow payments through the selected third party shared services for Payment Gateway and e-Wallet
19	The App should have a section detailing frequently Asked Questions (FAQs) related to Smart initiatives and their related responses. The section should also provide contact information of Helpdesk Customer Service for parking problems, if any
20	User should view version and details of the App
21	Should be scalable and technically adaptable to future enhancements
22	Should support Unicode and be multilingual in at least English and Marathi
23	Should track GPS location of the user device
24	Should provide accurate mapping and navigation services.
25	Collect data categorically without impacting citizen's privacy issues
26	The solution should provide live feed from parking lots and number of free spaces to app
27	Command Centre should confirm acceptance of payment and reserve/cancel the parking lots accordingly

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Sr. No	Parking Operations Control Center (POCC)
1	Various portals and application software's shall be hosted at servers at Data Centre to be set-up by the Concessionaire.
2	It shall be 24*7 managed facility
3	Equipment health monitoring and generates alerts
4	Centralized data storage and its management
5	Integration with Third Party Shared Services if any
6	Backup facility of all parking data
7	POCC shall be established with all hardware, software and network infrastructure including industrial grade Ethernet switches, perimeter firewall & IPS, internet & intranet routers, storage servers, application servers, video-wall, UPS, Storage racks/Mini Data Center unit and other necessary equipment.

4. Sensors:

- i. Sensor shall be used for detecting the real-time status of the parking space.
- ii. It shall be able to upgrade its firmware functionality
- iii. It shall be able to permit an optimal angle between the sensor output and the target.
- iv. Sensors shall be able to work in all weather conditions relevant to the project site.
- v. Sensors shall preferably have magnetic and optic technology

6.1.6.1 Technical Specifications for Smart Parking

The following standards and certifications need to be followed:

Sr. No	Specification
1	High quality boom barriers have 10 million open/close cycles
2	Should come along with induction loop for safety and security
3	No. of open/close data, loop trigger time etc. available for analytics and auditing.
4	The barrier booms should be optimized for use in parking applications: with the boom breakaway option
5	Inter-ops with POS Entry device
6	Power consumption max. 95 W
7	Voltage 85–264 VAC, 50/60 Hz
8	Duty cycle 100%
9	Housing dimensions (W x D x H) 315 x 360 x 915 mm
10	Enclosure rating IP54
11	Temperature range –30 to +55° C
12	Configurable open/close times of the barriers (0.9 sec, 1.5 sec or 3 secs etc.)

2. Magnetic Sensors

- i. Conform ISO 9001 Quality Assurance Standard
- ii. Protection Level: IP67

Sr. No	Specification
1	The sensor should be interrupt based. Should not poll and check repeatedly for every few seconds if a vehicle has arrived/left.
2	Sensor Shall reliably detect presence/ absence of car within 5 seconds of car parking/ un-parking event occurrence
3	The sensor should feature a selectable I2C or point-to-point SPI serial interface with 16-bit magnetometer ADC resolution along with smart-embedded functions
4	The transceiver should work in the open 2.4Ghz range
5	The transceiver should follow a mesh networking multi-hop protocol
6	The sensor should have a fixed magnetic measurement range of $\pm 1200 \mu T$
7	The output data rates (ODR) from 1.563 Hz to 800 Hz are selectable

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Sr. No	Specification
8	The sensor should be guaranteed to operate over the extended temperature range of –40 °C to +85 °C
9	The sensor should send battery status at regular intervals
10	The battery should have minimum life of 5 years

3. Displays:

Sr. No	Specification
1	Should receive the data wirelessly
2	The displays should get the data within 5 seconds of change of status and the time limit should be configurable
3	LED matrix panel should be used to display the parking numbers
4	The text on the display should be LED powered and 3-D projected
5	The body of the display should be made of Aluminum Composite material (ACP) and be all-weather resistant
6	The displays should communicate the diagnostic data periodically with the gateways
7	The Digital display panels units should indicate available spaces for each parking slot/ bay /zone /level, total parking and the same should be controlled by the software
8	The display panel should be easy to understand and must have graphical directional and zone status indication (to guide drivers to zones with available spaces). The display panel shall be installed on each parking lot and on the approach roads/junctions to/within the parking lots so that commuter can check the availability of all parking bays ahead in advance and can take the suitable route based on parking availability.

6.1 Maintenance of all Smart Parking locations during Contract Period

- I. Minimum Maintenance to be ensured by the Concessionaire: The Concessionaire shall be fully responsible for the Maintenance and upkeep of all the Smart Parking locations from the date of handing over the rights.
- II. The Concessionaire has to adhere to the operation maintenance policies procedures, as defined in the SOPs defined during first stage of the project approved by NMSCDCL, for managing and operating the Project. This includes (but is not limited to) approach related to manpower, resources, vendor management, security, customer service, repair maintenance other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management administrative policies procedures. It also includes the key elements of a management plan for this project to include considerations for customer service improvement, enhanced economic impact generation, which is the key to this project operation.
- III. The Smart Parking system shall be structurally sound maintained in good properly secured condition. The variable messaging boards shall, at all time, be erected, fixed retained in all respect to the satisfaction in accordance with the requirement prescribed by the NMSCDCL or its authorized officer. On completion of the Concession period or its pre-determination for any reason whatsoever, including surrender by the Concessionaire, the equipment's structures of the Smart Parking, shall become the property of the NMSCDCL.
- IV. Concessionaire will be responsible to deploy on-field resources for appropriate up keeping, maintenance, operation of all equipment, hardware, software components, ensure smooth functioning of the project throughout the entire Concession period. The Bidder has to manage all on street and off street parking collection revenues.
- V. The comprehensive Operations Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical network infrastructure components supplied installed for this

project including configuration of LED signage, parking sensors various other active passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts patch updating, regular backup of the data etc. shall be up to a period of ten years and six months from the date of handing over of all agreed Parking lots to the Concessionaire . The Concessionaire shall provide comprehensive on-site warranty for all the hardware items peripherals throughout the Concession period.

- VI. The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace repair the hardware/system software. The team shall undertake day-to-day troubleshooting maintenance requirements for this project.
- VII. The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty check and generate Service Level Agreement reports from the SLA monitoring tool.
- VIII. The team shall be required to take regular backup of the application data as per the frequency defined by NMSCDCL. Security safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
- IX. All patches updates to any software and hardware devices shall be provided by the Bidder without any additional costs throughout the tenure of the Concession Agreement.
- X. Periodic Revenue audit by site-in-charge should be conducted. Further, monthly third party audits are to be conducted by regional team appointed by the Concessionaire and Quality Audits are to be performed on half yearly basis by the Concessionaire. Relevant reports are to be submitted to the authorities of NMSCDCL.
- XI. Functional and Behavioral Trainings are to be provided to the staff once a year by the Concessionaire and relevant reports are to be submitted to the authorities of NMSCDCL. These reports will be part of the quality audit reports.

- XII. Insurance coverage for the Parking lots up to Rs. One crore covering the damage to or theft of the vehicle and injury to a personnel in the parking lot. Any claim related to damage or theft of the vehicle and injury to a personnel in the parking lot is the responsibility of the Concessionaire.
- XIII. NMSCDCL shall not be responsible for and will not pay any compensation regarding damage/theft/fire/insurance of vehicles parked at the identified parking locations.
- XIV. All statutory compliances like Labor License, Professional Tax registration, coverage of all applicable employees under EPF act to be taken care by the Concessionaire.
- XV. General maintenance, upkeep cleanliness of the parking lots is the responsibility of Concessionaire.
- XVI. Any damage to the street, foot-path, tiles, curb-stones, central verge or any other ancillary structures, during up-gradation/ repair/ maintenance /operation of the Smart Parking System, including supporting structures, shall be the sole responsibility of the Concessionaire, which shall be made good by the Concessionaire, as per existing specifications, at its own cost.
- XVII. The Concessionaire shall take all precautions to avoid any accidents during up-gradation/repair/ maintenance/operation of the Smart Parking System, electrical fittings fixtures. If any accident occurs during up-gradation/repair/maintenance/operation of the Smart Parking System fittings fixtures, the Concessionaire shall be directly responsible for the damages or any other consequences, whatsoever NMSCDCL shall be kept free of all such liabilities. Proper arrangement shall be made by the Concessionaire to avoid any hindrance to the traffic during up-gradation, repair, and maintenance operation of the Smart Parking System. Diversion of traffic, if required, shall be arranged by the Concessionaire as per traffic police requirements at his own cost.

- XVIII. During the entire term of contract the Smart Parking System structure should be kept clean, well painted and rust / corrosion free.
- XIX. The Concessionaire should ensure that nobody else pastes stickers or posters on Smart Parking System. If any such things happen then the Concessionaire should ensure that it lodges a Police FIR against it.
- XX. The lighting arrangement at the Smart Parking System should be functional at all times. Electrical safety is to be ensured for users as well as for Concessionaire staff.
- XXI. All equipment structural members of Smart Parking System are to be inspected and maintained in good condition as per the maintenance manual.
- XXII. Security of all Smart Parking System is the responsibility of Concessionaire including the lighting arrangement.

Declaration

I/WE declare that I/WE have read the above terms conditions for ***“Selection of Concessionaire for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for On Street, Off Street in Nashik on PPP Model”*** the rates quoted by me/us to which I/WE have subscribed my/our signatures. I/WE undertake to abide by the said terms conditions the rate quoted by me/us. I/We am/are major on the date of making this declaration.

Signature of the Tenderer

Name:

Address:

Dated:

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Dated:

Dated:

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Annexure – 1 - Proposed Parking Location & Slot Counts

On-Street Parking

S. No.	Location	Road Length (in Meter)	Parking Length (in Meter)	LHS - 2 Wheeler	LHS - 4 Wheeler	RHS - 2 Wheeler	RHS - 4 Wheeler	2 Wheeler	4 Wheeler	Parking Type
1	Kulkarni Garden Side on Sadhu Vaswani Road	60	60	18	0	18	0	36	0	Parallel Parking for Car
2	Behind Kulkarni Garden	120	84	0	12	0	12	0	24	30 Degree Angular
3	Kulkarni Garden to BSNL Office	230	161	0	0	48	24	48	24	30 Degree Angular/ Parallel
4	Jyoti store/Rushikesh Hospital to Gangapur Naka	647	504	43	31	112	26	155	57	30 Degree Angular
5	Pramod Mahajan Garden Entry (In front of Indraprastha)	230	184	33	11	33	11	66	22	30 Degree Angular
6	Gangapur Naka to Jehan Circle	1632	1305.6	234	78	234	78	468	156	30 Degree Angular
7	Jehan Circle to Guruji Hospital	1020	816	0	0	147	49	147	49	30 Degree Angular
8	Jehan Circle to ABB	1830	1281	411	154	411	154	822	308	Parallel Parking for Car

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

S. No.	Location	Road Length (in Meter)	Parking Length (in Meter)	LHS - 2 Wheeler	LHS - 4 Wheeler	RHS - 2 Wheeler	RHS - 4 Wheeler	2 Wheeler	4 Wheeler	Parking Type
9	Guruji Hospital to Pipeline Road	260	208	37	12	0	0	37	12	30 Degree Angular / Parallel
10	Thatte Nagar Road	490	392	70	23	70	23	140	46	Parallel Parking for Car
11	Pandit Colony (In front of old NMC office)	490	392	70	18	70	18	140	36	Parallel Parking for Car
12	Canada Corner to Panasonic Gallery	220	176	137	0	0	26	137	26	Parallel Parking for Car
13	HDFC chowk to MSEB office	100	80	0	0	38	6	38	6	30 Degree Angular
14	Model Colony chowk to Bhosla Gate	210	168	80	13	80	13	160	26	30 Degree Angular
15	City Center To Lavate Nagar Lane 2	440	352	112	42	112	42	224	84	30 Degree Angular
16	Modak Point to Dhadiwal Hospital	160	128	41	15	41	15	82	30	30 Degree Angular
17	Civil Hospital to Swimming Pool	260	208	67	25	0	0	67	25	30 Degree Angular
18	Ramabai Vidyalaya to Sales Tax office	120	96	0	0	64	24	64	24	30 Degree Angular

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

S. No.	Location	Road Length (in Meter)	Parking Length (in Meter)	LHS - 2 Wheeler	LHS - 4 Wheeler	RHS - 2 Wheeler	RHS - 4 Wheeler	2 Wheeler	4 Wheeler	Parking Type
19	Malegaon Stand to Nimani Chowk	380	276	98	13	61	39	159	52	Parallel Parking for Car
20	Nimani Chowk to Chitrakut	520	364	115	33	115	33	230	66	30 Degree Angular/ Parallel
21	Malegaon Stand to Makhmalabad Naka	320	224	175	0	0	44	175	44	Parallel Parking for Car
22	MG Road	290	203	48	27	48	27	96	54	Parallel Parking for Car
23	CBS to Shalimar	290	203	64	24	33	12	97	36	Parallel Parking for Car
24	Modak Point to Khadkali Road	350	245	78	29	0	0	78	29	Parallel Parking for Car
25	Shivaji Putala To Ambedkar Putala (Nashik Road)	390	273	87	33	87	33	174	66	Parallel Parking for Car
26	Bytco college to Mahatma Gandhi	1064	744.8	238	89	238	89	476	178	30 Degree Angular
27	Shalimar to Nehru Garden	250	250	0	40	60	0	60	40	30 Degree Angular
28	Gadge Maharaj bridge to Talkoteshwar	560	560	0	112	0	0	0	112	Parallel Parking for Car
	Total	12933	9938.4	2256	834	2120	798	4376	1632	

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Off Street Parking

Sr.No.	Location	Area (in Square Meter)	Total Vehicle Proposed	Slots Proposed		Parking Type
				4 Wheeler	2 Wheeler	
1	BD Bhalekar High school Ground, Shalimar	7650	407	272	135	Parallel Parking for Car
2	Area from Gadge Maharaj bridge to Pedestrian bridge on the way to Talkoteshwar	2300	40	40	0	Parallel Parking for Car
3	Someshwar Temple, Gangapur	550	106	23	83	Parallel Parking for Car
4	Annashastri Hospital	350	50	21	29	Parallel Parking for Car
5	Muktidham and Somani Garden	230	24	16	8	Parallel Parking for Car
	Total	11080	627	372	255	

Note:

- Total contract term is ten years and six months from the date of handing over and will start operation maintenance of all parking lots,
- The Bidder shall operate, maintain manage the complete parking solution, throughout the concession period in accordance with this RFP document.

Annexure - 2 – Indicative Bill of Materials for Smart Parking System

Table 1: Capital Expenditure

Sr. No	Description	Unit	Qty
Hardware			
Off-Street (5 locations)			
1	Aggregation Gateway router	Nos.	5
2	Digital Displays - Displays are required to be installed at entry and exit	Nos.	10
3	Auto Gate with barrier arm (2 wheeler entry & exit)	Nos.	10
4	Loop Sensors for (2 wheeler entry & exit)	Nos.	20
5	Boom Barrier for 4 wheeler entry & exit	Nos.	10
6	Wireless Handheld POS with integrated Bluetooth printer	Nos.	10
7	Industrial Grade LAN Switches	Nos.	5
8	Routers	Nos.	5
9	UPS 1Kva w/ 2 150mh batteries	Nos.	5
10	On-Ground Networking Racks	Nos.	5
On-Street 4 Wheeler (28 locations and 1632 four wheelers)			
11	Wireless Magnetic sensors (outdoor)	Nos.	1632
12	Sensor routers with inbuilt lithium ion batteries for power back up (30 Min) IP67 Rated	Nos.	163
13	Wireless Handheld POS with integrated Bluetooth printer	Nos.	112
Software			
14	MPOS Billing Application	Nos.	1
15	Parking guidance software	Nos.	1
16	Parking Management Software	Nos.	1
17	Bay Monitoring and live floor-plan map view software	Nos.	1
18	User Web Portal	Nos.	1
19	User Mobile Application (50000 Users license)	Nos.	1
20	Dashboarding, reporting & Analytic tools	Set	1
Parking Operations Control Center			
21	Servers (Application, analytics, database, Management, Portal)	Nos	2
22	Monitoring Workstations	Nos	1
23	Control room video wall solution	Nos	1
24	LAN Switch	Nos	1

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

Sr. No	Description	Unit	Qty
25	WAN Router	Nos	1
26	Firewall & IPS	Nos	1
27	Storage and Back Up equipment	Nos	1
28	Networking Cost (Passive Components)	Set	1
29	Access Control System for Control Room	Set	1
30	Electrical Cabling & Necessary Illumination Devices	Set	1
31	Racks with in-built rack cooling	Nos	1
32	UPS	Nos	1
	Miscellaneous		
33	Project Management	Lumpsum	1
34	Installation & Commissioning	Lumpsum	1
35	Integration with CCC (Smart City)	Lumpsum	1
	Other items		
36	Connectivity for locations	Lumpsum	1
37	Towing Vehicles	Nos	3
38	Patrolling bikes	Nos	5
39	Smart Phones	Nos	122
40	Sim Cards	Nos	275
41	Uniforms	Nos	122
42	Printing & stationery	Lumpsum	1
43	Marketing Cost (Website, Hoardings, Promotions)	Lumpsum	1
44	Parking Attendants (1 Shift w/ overtime)	Nos	122
45	Command Centre operators (2 shifts)	Nos	3
46	Parking Supervisor (1 shifts)	Nos	3
47	Technical Staff for repairs (1 shifts)	Nos	4
48	Helpdesk Support Staff	Nos	2
49	Project Manager	Nos	2

Note:

The above are high level indicative quantities for successful completion of this project required for implementing project in proposed parking lots mentioned in Annexure. The bill of material is for components considered towards Capital Expenditure and Operational Expenditure. The Concessionaire is free to increase or decrease the quantity if their technical solution warrants the same. Also, AMC is to be accounted by the Concessionaire

Annexure - 3 - Covering Letter

[On the Letter Head of the Bidder]

Date:

To,

Chief Executive Officer

NMSCDCL, Rajiv Gandhi Bhavan,

Sharanpur Road, Nashik

Subject: Submission of Bid for —Selection of Concessionaire for Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution for On Street, Off Street Parking locations in Nashik on PPP Model.

Respected Sir,

1. We are submitting this Bid (Proposal) on our own.
2. Having visited the site examined the RFP Documents, for the execution of the Concession Agreement for the captioned Project, we the undersigned offer to finance, construct, operate & maintain the whole of the said Project for the Concession Period in conformity with the RFP.
3. Your written acceptance of this bid shall form part of the Project Agreements to be signed between the Concessionaire and the NMSCDCL. If a Bidder is nominated as Preferred/ Successful Bidder, we understand that it is on the basis of the technical, financial and organizational capabilities experience of the Bidder taken together. We understand that the bases for our qualification will be the complete Bid documents submitted along with this letter, that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
 - a. if we fail to meet the Minimum Development Obligations /or Technical specifications /or the Performance Standards according

to the conditions/stipulations of the RFP/Concession Agreement,
OR

- b. If we fail to offer required facilities to NMSCDCL or its Authorized Representative for carrying out the inspection of works, operations performance, then NMSCDCL or its representative shall be at liberty to take action in accordance with the RFP/ Concession Agreement.
5. We undertake, if our Bid is accepted, we will complete the Project, commence operations maintain the project facilities as per the RFP/Concession Agreement.
6. We agree to abide by this Bid for a period of 120 days from this bid submission Due Date. It shall remain binding upon us may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Concession Agreement with NMSCDCL as per the RFP.
8. If our Bid is accepted, we agree for the following:
 - a) To furnish an unconditional irrevocable Bank Guarantee (as mentioned in RFP) towards performance security within 15 days of LoA as pre-condition for signing of Concession Agreement as per the RFP.
9. We agree that if we fail to fulfil any of the conditions mentioned above, NMSCDCL should have the right to forfeit the Bid Security being furnished by us along with this Bid.
10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms as under.
 - a) Development Controls of NMSCDCL or any other statutory authorities etc.
 - b) The Technical specifications, the performance Standards etc. as stipulated in the RFP;

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

c) Any other regulation as applicable.

11. We understand that NMSCDCL is not bound to accept any or all Bids it may receive.

12. We declare that we have disclosed all material information, facts circumstances, which would be relevant to have a bearing on the evaluation of our Bid selection as Concessionaire.

13. We do, also, certify that all the statements made /or any information provided in our proposal is true correct complete in all aspects.

14. We declare that in the event that NMSCDCL discovers anything contrary to our above declarations, it is empowered to disqualify us our Bid from further participation in the Bid evaluation process forfeit our Bid Security.

Dated this _____ day of _____ 2017

_____ (Signature)

_____ (Name of the person) _____ (In the capacity of) (Name of firm) _____ Company Seal

**Annexure - 4 - Format for Letter of Undertaking for Technical Bid
[On the Letter Head of the Bidder]**

Date:

**To,
Chief Executive Officer
NMSCDCL, Rajiv Gandhi Bhavan,
Saharanpur Road, Nashik**

Subject: Submission of Bid for —Selection of Concessionaire for Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution for On Street, Off Street parking locations in Nashik on PPP Model.

Respected Sir,

As a part of the Bid for —**Selection of Concessionaire for Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution for On Street, Off Street parking in Nashik on PPP Model** we hereby agree to develop operate the Project as per the requirements stipulated in the RFP. We hereby undertake that if the Project is awarded to us, we will meet requirements as specified hereunder hereby give our compliance for the same.

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

h) Bill of Material (as per the RFP)

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

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

Yours faithfully,

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

Annexure - 5 - Format for Letter of Application

(On the Letterhead of the Applicant or Lead Member in case of Consortium)

Date:

To,

Chief Executive Officer

NMSCDCL, Rajiv Gandhi Bhavan,

Saharanpur Road, Nashik

Respected Sir,

1. Being duly authorized to represent act on behalf of..... (Herein after "the Applicant"), having reviewed fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder for the Project of **—Selection of Concessionaire for Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution for On Street, Off Street parking locations in Nashik on PPP Model.**

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

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

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

b) NMSCDCL reserves the right to reject or accept any Application, cancel the qualification process, reject all Applications;

RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On-Street and Off-Street Parking in Nashik on PPP model.

c) NMSCDCL authorized representatives, consultants, advisors, etc., shall not be liable for any such actions shall be under no obligation to inform the Applicant of the grounds for them.

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

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

Annexure - 6 - Resume of the Key Personnel

1. Proposed Position:[For each position of key professional separate form will be prepared]:
2. Name of Firm:[Insert name of firm proposing the staff]:
3. Name of Staff:[Insert full name]:
4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications, achievements in no more than 250 words]
5. Date of Birth:
6. Nationality:
7. Education: [Indicate college/university other specialized education of staff member, giving names of institutions, degrees obtained, dates of obtainment]:
8. Membership of Professional Associations:
9. Other Training:
10. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, writing]:
12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

From [Year]:

To [Year]:

Employer:

Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/ jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project: Employer:
From Month &Year: Location:
To Month &Year:
Main project features:
Positions held:
Activities performed:

(Signature name of the authorized signatory of the Bidder)

Note:

1. Use separate form for each Key Personnel.
2. Each page of the CV to have scanned or original signature of the Key Personal
3. CV may not exceed 5 pages.

Annexure - 7 - No – Blacklisting Declaration
[On the letterhead of the organization]

No – Blacklisting Declaration

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

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

** No conviction certificate should be duly signed by Authorized Signatory

Annexure - 8 - Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. { Limited, {use appropriate incorporation details} having its registered office at..... (Hereinafter referred to as the —First Part which expression shall, unless repugnant to the context include its successors permitted assigns)
2. { Limited, a company incorporated under {use appropriate incorporation details} having its registered Office at..... (Hereinafter referred to as the —Second Part which expression shall, unless repugnant to The context include its successors permitted assigns)

The number of Parties will be shown here, as applicable, subject however to a maximum of two (two). **WHEREAS**

- A. NMSCDCL, represented by its Chief Executive Officer having its principal office at Rajiv Gandhi Bhavan, Nashik. Maharashtra (hereinafter referred to as the —NMSCDCL which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors assigns) has invited applications (the Applications)) by its Request for Proposal No. Dated..... (the RFP) Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation & Maintenance of Smart Parking Solution for on street, off street Parking in Nashik on PPP model
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium in accordance with the terms conditions of the RFP document other bid documents in respect of the Project,

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

NOW IT IS HEREBY AGREED AS follows:

1. Definitions Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium not individually /or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium shall have the power of attorney from all Parties for conducting all business for on behalf of the Consortium during the Bidding Process until the Appointed Date under the Concession Agreement when all the obligations of the Consortium shall become effective;
- b) Party of the Second Part shall be -----
- c) Party of the Third Part shall be -----

4. Joint Several Liabilities

The Parties do hereby undertake to be jointly severally responsible for all obligations liabilities relating to the Project in accordance with the terms of the RFP the Concession Agreement, till such time as the Financial Close for the Project is achieved under in accordance with the Concession Agreement.

5. Shareholding in the Consortium

a) The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

Third Party:

b) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

c) Lead member, at any point of time throughout the Concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NMSCDCL. In such case, substitute member shall be of at least equal, in terms of Technical Capacity /or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted the modified Consortium member shall continue to meet the pre - qualification short-listing criteria for Applicants.

➤ The lead member will remain responsible for successful delivery of the project at all times throughout the Concession period. All the members shall comply with the following additional requirements:

➤ Number of members in a consortium shall not exceed three (3);

➤ The Application should contain the information required for each member of the Consortium;

- The Application should include a brief description of the roles & responsibilities of individual consortium members, particularly with reference to financial, technical O&M obligations;
- An individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- Undertake that each of the members of the Consortium shall have an independent, definite separate scope of work which was allocated as per each member's field of expertise;
- Commit to the profit loss sharing ratio of each member; commit that scope of work, rights, obligations liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- Include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement
- Members of the Consortium shall enter into a binding Joint Bidding Agreement, (the Joint Bidding Agreement), for the purpose of making the Application submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
 - That notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
 - That the Lead Member shall be liable for the entire scope of work risks involved further shall be liable responsible for ensuring the individual collective commitment of each of the Members of the

Consortium in discharging all of their respective general obligations under this Agreement;

- That each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
- That the Members of the Consortium shall alone be liable for all obligations of the identified sub - contractor clearly indemnify the NMSCDCL against any losses or third party claims arising due to the sub-contractor/consortium's default
- That the proposed roles responsibilities, if any, of each member;
- Include a statement to the effect that all members of the Consortium shall be liable jointly severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing under the laws of its incorporation has all requisite power authority to enter into this Agreement;

(b) The execution, delivery performance by such Party of this Agreement has been authorized by all necessary appropriate corporate or governmental action a copy of the extract of the charter documents board resolution/power of attorney in favor of the person executing this Agreement for the delegation of power authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, will not, to the best of its knowledge:

- I. Require any consent or approval not already obtained;
- II. Violate any Applicable Law presently in effect having applicability to it;
- III. Violate the memorandum articles of association, by-laws or other applicable organizational documents thereof;

- IV. Violate any clearance, permit, concession, grant, license or other governmental Concession, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - V. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date thereof shall continue in full force effect until the Financial Close of the Project is achieved under in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD/Bid Security by the NMSCDCL to the Bidder, as the case may be.

8. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of {India}.
- b) The Parties acknowledge accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMSCDCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED DELIVERED

For on behalf of LEAD MEMBER by:

(Name)

(Designation)

(Address)

SIGNED, SEALED DELIVERED

for on behalf of SECOND PART by:

(Name)

(Designation)

(Address)

SIGNED, SEALED DELIVERED

For on behalf of THIRD PART by:

(Name)

(Designation)

(Address)

In the presence of:

Notes:

1.The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law the charter documents of the executant(s) when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power authority to execute this Agreement on behalf of the Consortium Member.

Annexure - 9 - Statement of Legal Capacity

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

Date:

To,

**Chief Executive Officer
NMSCDCL, Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik**

Respected Sir,

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

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

We have agreed that..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* has been duly authorized to submit the RFP.

Further, the authorized signatory is vested with requisite powers to furnish such letter authenticate the same.

Thanking you,

Yours faithfully,

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

* Please strike out whichever is not applicable.

Annexure - 10 - General Information

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

Sr.	Description	Details
1	Name of Organization	
2	Registered Office Address	
3	Contact No.	
4	Fax No.	
5	Email-Id	
6	Mobile No	
7	Place of Incorporation	
8	Year of Incorporation	
9	Registration Number	

ORGANIZATION STRUCTURE

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

Year	Annual Turnover in Rs. As per Balance sheet or CA Certificate
2014-15	
2015-16	
2016-17	
Total	

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

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

Annexure - 11 - Format for Power Of Attorney for Signing Application/Proposal

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

POWER OF ATTORNEY

Know all men by these presents, we _____ (name address of the registered office) do hereby constitute, appoint authorize Mr./Ms. _____ (name address of residence) who is presently employed with us holding the position of _____ as our attorney, to do in our name on our behalf, all such acts, deeds and thing necessary in connection with or incidental to our Application/Proposal for the **Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On Street, Off Street parking in Nashik on PPP Model in Nashik**, including signing submission of all documents providing information/responses to NMSCDCL, representing us in all matters before Government of Maharashtra, generally dealing with NMSCDCL in all matters in connection with our proposal for the said Project.

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

I Accept,

Executant Signature
(Name, Title Address)

Attorney Signature
(Name, Title Address of the Attorney)

Attested
Executant

Notes:

1. To be executed by the sole Applicant.

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

3. Also, the executant(s) should submit for verification, the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Annexure - 12 - Format for Anti-Collusion Certificate

(On the Letterhead of the Firm)

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

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

Dated this _____ Day of _____ , 2017

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

Annexure - 13 - Format for Project Undertaking

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

Date:

**To,
Chief Executive Officer
NMSCDCL, Rajiv Gandhi Bhavan,
Saharanpur Road, Nashik**

Re: "Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for On Street, Off Street parking locations in Nashik on PPP Model".

Dear Sir,

We have read understood the RFP Document in respect of the captioned Project provided to us by NMSCDCL. We hereby agree undertake as under:

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

B. We are not barred by NMSCDCL, Government of India, Government of Maharashtra, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2017.

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

Annexure - 14 – Format for Affidavit

(Affidavit should be executed on a Non Judicial stamp paper of Rs. 100/- or such equivalent document duly attested by Notary Public)

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

B. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in Nashik or in Maharashtra nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Application nor have been blacklisted or barred from participating in any projects on PPP or otherwise or have never defaulted any tax duties.

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

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

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

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address:

Date:

**Annexure - 15 – Commercial Format and Concession Fee
(On the Letter Head of the Bidder)**

Date:

To,

**Chief Executive Officer
NMSCDCL, Rajiv Gandhi Bhavan,
Saharanpur Road, Nashik**

Sub: Request for proposal for —Selection of Concessionaire for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for On Street, Off Street parking locations in Nashik on PPP Model

Respected Sir,

I/We<name of the bidder> hereby submit our financial bid for the Request for Proposal for **“Selection of Concessionaire for Design, Development, Implementation, Operation Maintenance of Smart Parking Solution for on street and off street parking in Nashik area on PPP model”** as mentioned in the Tender document within the time specified in accordance with terms and conditions as well as Scope of work. We have reviewed all the terms conditions of the RFP document and undertake to abide by all the terms and conditions contained therein.

We will pay to NMSCDCL every month the Concession Fee of Rupees ----- (in figures and words) throughout the operation and maintenance period of 10 year. The Concession Fee per month for the assigned parking lots shall be enhanced @ 5% from 4th year onwards up to the completion of 10 years.

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

Further, we shall also submit a financial model for implementation, operation & maintenance of the project. The financial model shall cover the details related to assumptions, Capex, Cash Flow, Debt Servicing, Project and Equity IRR and Financial Ratios.

Authorized Signatory (With Seal of the Concessionaire)

Name:

Full Address: