

Request for Proposal for Selection of Developer for Installation of Smart Parking Solution with Operation & Maintenance of underground parking's at Jhandi Park, Lalbagh, Dayanidhan Park, Lalbagh and Jhandewala Park, Aminabad on Design, Build, Finance, Operate and Transfer (DBFOT) basis under PPP mode.



Smart Parking





LUCKNOW SMART CITY LIMITED (LSCL)
O/o LUCKNOW MUNICIPAL CORPORATION
TRILOK NATH MARG, LAL BAGH
LUCKNOW 226001

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Lucknow Smart City Limited or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Lucknow Smart City Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. INVITATION FOR PROPOSAL

1.1. **Name of the Work:** Request for Proposal for Selection of Developer for Installation of Smart Solution and Operation of underground parking's at Jhandi Park, Dayanidhan Park and Jhandewala Park Aminabad on Design, Build, Finance, Operate and Transfer (DBFOT) basis under PPP mode.

1.2. **The Chief Executive Officer, Lucknow Smart City Limited (LSCL)** hereby invites bids for Selection of a developer for Installation, Operation, Design, Build, Finance, Operate and Transfer (DBFOT) basis of Smart Parking Solution for indoor Parking Spaces (four wheelers and two wheelers) in Lucknow on PPP mode for the concession period of five (5) years (including maximum three month implementation period). Broadly the project includes following works:

- i. To provide and install magnetic-cum-optical/magnetic-cum-IR sensors at each of the parking slots for Cars for every parking space, base station/gateway, network routers/switches, smart parking equipment with hand held devices, automatic pay stations and boom barriers for off street and indoor/underground parking.
- ii. Installation of CCTV based surveillance system, including online data transfer on demand, and CCTV footage to central control room for parking lots on demand by LSCL.
- iii. To provide and install necessary hardware and software for parking management and guidance system for parking system.
- iv. To provide and install necessary LED signage, LED signage will be for guidance to public regarding availability of parking spaces and other necessary information, at locations adjacent to each parking lot.
- v. To integrate the parking management system with the Central Control room & Command Centre of Lucknow Smart City Ltd with appropriate hardware and software for monitoring and managing of Smart Parking, and viewing, analysing, storing and retrieval of the CCTV feed.
- vi. Mobile App for parking services, details of which has been provided in section 3.9.4 of this RFP document.
- vii. Comprehensive operation and maintenance of all hardware and software installed under this project throughout the Developer period.
- viii. To manage and collect revenue from users as per tariff fixed by Lucknow Municipal Corporation from time to time for all the parking lots defined in this RFP document.
- ix. To pay L S C L / L M C a monthly concession fee based on the revenue

sharing model, as percentage of revenue collected from users by the Developer till the expiry of the concession period with minimum guaranteed revenue.

- x. To ensure parking enforcement in designated LSCL/LMC area and to enable LSCL/Traffic Police in collecting penalties as per Government policy.
- xi. To provide recognition of each parking slot (ECS) with LED indicators for parking displaying the availability of parking slots.

1.3. Applicant/Agencies are advised to study this RFP document carefully prior to submitting their bid/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

1.4. The RFP document can be downloaded from www.tenderwizard.com/LMC by paying a sum of Rs. 5000/- online.

All subsequent notifications, changes and amendments will be uploaded on the www.lmc.up.nic.in and www.tenderwizard.com/LMC (LMC is case sensitive).

1.5. A two-envelope selection procedure shall be adopted as detailed in section 4.10 of the RFP Document. A copy of Envelope A & Envelope B shall be submitted online also at <http://www.tenderwizard.com/LMC>

1.6. Financial bid shall be submitted online at <http://www.tenderwizard.com/LMC>

1.7. Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal. However, Tender Document, Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be deposited on or before the time of last date of submission of bid. LSCL will not be responsible for delay in submission due to any reason.

1.8. Key Events and Dates

S.No.	Information	Details
1.	Advertising Date	18-08-2017
2.	Last date to send in requests for clarifications	28-08-2017 upto 11:00 A.M
3.	Date, Time and Place of Pre-Bid Conference	01-09-2017 at 11:00 A.M Lucknow Municipal Corporation Trilok Nath Marg, Lalbagh, Lucknow

4	Release of response to clarifications would be available at	Will be uploaded on the Website: www.tenderwizard.com/LMC www.lmc.up.nic.in
5	Last date and time for online submission of Envelope A & Envelope B and Financial bid	25-09-2017 upto 04:00 P.M
6	Last date and time for submission of Envelope A & Envelope B physically hard copy	26-09-2017 upto 03:00 P.M
7	Technical Bid Opening Date & Time	26-09-2017 at 04:00 P.M.
8	Financial Bid Opening Date & Time	To be informed
9	Address for communication and hard copy submission of documents	Chief Executive Officer Lucknow Smart Limited C/o Lucknow Municipal Corporation Trilok Nath Marg, Lalbagh Lucknow 226001

1.9. Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 1 L a k h (Rupees One L a k h Only)
2	RFP document fee	Rs.5,000 (Rupees Five Thousand
3.	Bid Validity Period	(180) One-hundred-and-eighty days from the date of opening of Bids.
4.	Last date for furnishing Performance Bank Guarantee to LSCL(By preferred Applicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Bank Guarantee value	Rs. 10 Lakhs. (Rupees Ten Lakhs) Only).
6.	Performance Bank Guarantee (PBG)	PBG shall be valid till for 180 days beyond the term of the concession period of five years.
7	Last date for signing the Concession Agreement	One month from the date of issue of Letter of Acceptance.

2. INTRODUCTION

2.1. In the approach to the Smart Cities Mission, the objective is to promote cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of 'Smart' Solutions. Smart Cities focus on their most pressing needs and on the greatest opportunities to improve lives. They tap a range of approaches - digital and information technologies, urban planning best practices, public-private partnerships, and policy change - to make a difference. They always put people first. The Lucknow Smart City Ltd is a Special Purpose Vehicle formed by Lucknow Municipal Corporation for the implementation of projects under Smart City Mission for the city of Lucknow. The SPV is carrying end to end responsibility for vendor selection, implementation and operationalization of projects conceptualised in smart city proposal. As part of the development plan, LSCL intends to upgrade the three existing parking of LSCL to smart parking on DBFOT basis under PPP mode. This includes transformation/up gradation of existing parking with smart and automated parking system with a provision of parking sensors, parking controllers, citizen app and portal etc.

2.2. LSCL would like to strongly emphasize on development of parking's with smart solutions like parking guidance/booking system through centralize App/portal, CCTV, sensors, e-ticketing, Auto pay station, etc. Brief particulars of the Project are as follows:

Project Facilities	Location	Capacity
Underground parking at Jhandi Park	Trilok Nath Marg	Approx. 125 ECS
Underground parking at Dayanidhan Park	Laibagh	Approx. 125 ECS
Parking at Jhandewala Park	Aminabad	Approx. 500 ECS
Ownership	Lucknow Municipal Cooperation (LMC)	
Proposed Development	Installation of soft solutions such as CCTV, sensors, e-ticketing, Auto pay station, etc at above mentioned parking locations.	
Approx. Project Cost	Rs. 73.54 Lacs	

Note: -The costs indicated above are based on LSCL's own estimation and are tentative in nature. Bidders are advised to make their own estimates based on Agreement terms and requirements defined in Schedules.

The LSCL intends to select suitable applicants (the “Bidders”), for awarding the Project(s) through an open competitive bidding process in accordance with the procedure set out herein.

3. PROJECT OBJECTIVE & SCOPE

3.1. Project Objective

The key objectives of smart parking are as below:

- i. Develop a user friendly smart parking system that can be implemented in parking lots to ease parking hassles;
- ii. Parking guidance for users assisted by clear and simple directions on mobile platform.
- iii. Availability of parking slot on real-time through web portal/parking App and optimization of parking lot occupancy.
- iv. Real-time update of entry & exit of vehicle, parking violations.
- v. Improved revenues through enhanced efficiency and transparency.
- vi. Improved user satisfaction by saving time, effort & cost.
- vii. Flexibility of tariff fixation (if required and decided by L S C L / L M C) based on the demand (Peak, non-peak, special events etc.).
- viii. Availability of real-time data for analysis and business Intelligence for understanding consumer behaviour, parking demand and supply.

3.2. Proposed Smart Parking areas

Three existing parking facilities namely parking facility at Jhandi Park at Triloknath Marg, parking facility at Dayanidhan Park at Lal bagh and parking facility at Jhandewala Park at Aminabad in LMC area have been identified under this project. The detailed lists of parking lots, location are outlined in **Annexure - '1'**, wherein a long term smart parking solution is envisaged by LSCL.

3.2.1. Parking Lots:

It consists of underground parking areas considered under this project. The parking lot usually has an open or enclosed or sheltered area segregated for parking generally over or below parks. It shall include, but not limited to, entry and exit parking equipment and automatic barriers, sensors for recognition of each parking slot (ECS), loop sensors, slot availability information, advanced slot booking facility and map based guidance system at locations as under :

- a) Jhandi Park, Trilok Nath Marg, Lucknow.
- b) Dayanidhan Park, Lalbagh, Lucknow.
- c) Jhandewala Park, Aminabad, Lucknow.

3.2.2. The solution should include provisions for the following category 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, or any other advanced technology as deemed fit by Developer.

ii. Category B: Online reservation for booking of a Parking Slot

Interested motorist will be allowed to book a parking slot in any of the parking lot through Mobile Application and Smart Web Portal. The user should be charged for pre-booking a slot. If the motorist does not show up for one hour (time shall be adjustable as per requirement of LSCL/LMC) after the pre-booked time slot, the reservation can be reassigned. This category of motorists may be identified through a Unique Booking Number or a Quick Response (QR) Code or any other advanced appropriate technology as deemed fit by Developer.

iii. Category C: Pass-based Parking (Monthly pass)

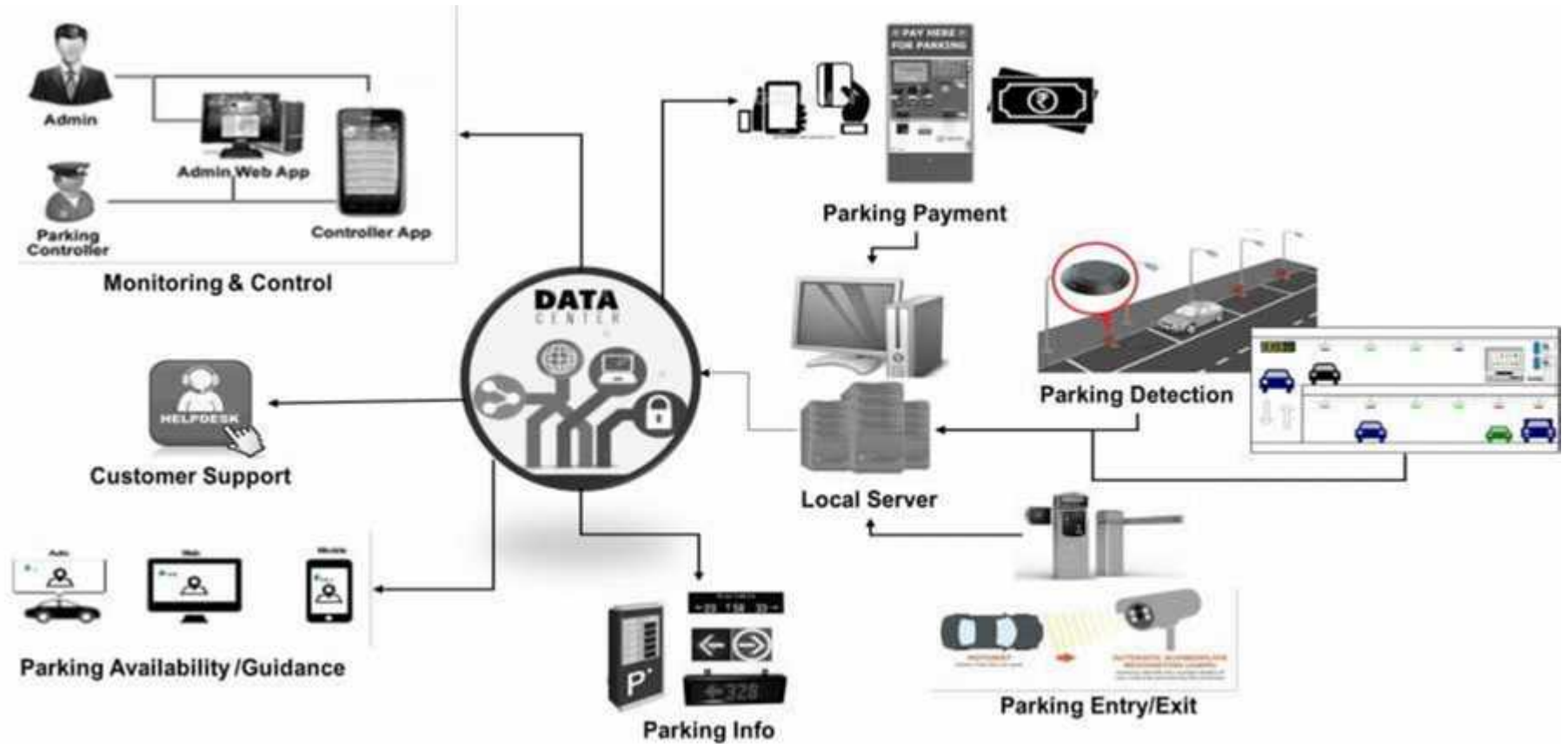
There will be a provision for users to buy monthly passes for Parking lots for hassle-free experience. This category of motorists may be identified through a Unique Booking Number (UBN)/Near-Field Communication (**NFC**) enabled Smart Card, or any other advanced appropriate technology as deemed fit by the Developer.

iv. Category D: Night Parking from 10:00pm to 02:00am

The Developer has to run the parking lots in market area at least from 8:00 hours to 24:00 hours, for non-market area from 8:00 hours to 22:00 hours. LSCL/LMC reserves the right to ask developer to run any parking lots beyond 22:00 hours in non-market area and beyond 24:00 hours in market area as per requirement. Motorists should be allowed to avail night parking services for their vehicles at designated parking lots. The Developer shall display information about the same at mobile app; web portal and LED display angels prominently. The Developer shall display information about the same at mobile app; web portal and LED display panels prominently.

Conceptual Diagram –Smart Parking: The Smart Parking solution architecture shall be based on open protocols, interoperable and be scalable. Smart Parking architecture is illustrated in fig 3.3.The below diagram is for illustrative purpose, the bidder is suggested to provide his own parking architecture.

Figure 3.3



3.3. SCOPE OF WORK

The envisaged solution should be automated, cost effective, scalable, secure, environment friendly, energy efficient and must entail minimum human intervention for day-to-day parking management as indicated through Diagram given at Figure 3.3. The following scope of work has been envisaged for this project:

- i. To provide and install magnetic-cum-optical/magnetic-cum-IR/sensors at each of the parking slot for all surface parking lots. All parking slots should be individually and clearly marked, mapped with parking sensors, and appropriate camera coverage. All sensors, devices and equipment should have the capability to communicate back and forth with the central control centre for information and feedback through a RF/ Wi-Fi/ GPS/ any combination of them enabled system.
- ii. Installation of CCTV based surveillance solution for parking lots for monitoring of infrastructure, assesses inside the parking and quick response to incidents in all parking lots.
- iii. To provide and install necessary complete hardware and software solutions, such as but not limited to boom barriers, handheld devices, porta-cabin/workstation, switches, gateway, and guidance system, for parking system.
- iv. Provide Parking Management and Parking Guidance System to direct drivers to available parking slots through LED signage and through mobile app. Provide and install necessary LED signage for guidance to public regarding availability of parking spaces and other necessary information.
- v. Setup and maintenance of Central Control Room/helpdesk including Data Centre (preferably on cloud) with appropriate hardware and software for viewing, analysing, storing and retrieval of the CCTV feed and monitoring and managing of Smart Parking.
- vi. Mobile App for parking services. App shall show the available slot on real time basis, booking of parking space, payment mechanism through various modes of payment, facility for extension of pre-booked parking space.
- vii. Comprehensive operation and maintenance of all hardware and software installed for this project throughout Developer period. To manage and collect revenue as per tariff fixed by LSCL/LMC for all the parking lots defined in this RFP.
- viii. Unique identification of each vehicle entering any of the parking lots through bar coded tickets/ magnetic strip cards/ RFID/ Smart Cards/ QR Coded entry etc as applicable.
- ix. To provide recognition of each parking slot (ECS) with LED indicators for Indoor parking showing availability of parking slot. Maintenance and up gradation of Parking Guidance & Management Infrastructure at mentioned Parking locations. Using the data generated through the parking solution software for analytics

purposes, such as time based (hourly/ daily/weekly/monthly/ annually) trends, area specific trends, vehicle (car – suv/sedan/hatchback, scooter, etc.) specific trends, usage and vacancy periods, parking demand etc. for the purpose of better management of parking. Detailed Scope is provided in Section 3.9.

3.4. DELETED

3.5. Project Engagement Model

The Engagement model is bifurcated into following two stages-

3.5.1. Implementation Stage:

- (a) Parking charges are to be collected by the developer by using any mechanism from the date of handing over of the parking lots by LSCL to the developer on as and wherebasis.
- (b) Implementation of smart parking solution in Phases.
 - i. Within 30 days from the date of handing over of parking lots, the Developer shall implement and operationalize centralized online payment system at all parking lots for all parking slots.
 - ii. Within three months from the date of handing over of parking lots, complete smart parking solution is to be implemented and operationalize as per scope defined in this RFP document.

3.5.2. Operation and Maintenance Stage:

- (a) Total Concession period is five years from the date of handing over as mentioned in 3.5.1 above. This includes three months implementation period.
- (b) The Developer will start operation and maintenance of all parking lots from the date of handing over of parking lots by LSCL to the developer. The Developer shall operate, maintain and manage the complete parking solution as designed and built under this RFP document, throughout the concession period in accordance with this RFP document.

3.6. LSCL Responsibilities

3.6.1. LSCL will provide permission in writing, for use of right of way (ROW), electric poles or any other place/structure for installation of CCTVs, sensors, gateways, cables, signage or any other equipment for exclusive usage for any work covered under this RFP document. This would be provided free of cost in LSCL area throughout the Developer period, subject to the conditions that the Developer shall do restoration simultaneously with materials of same specifications. In case, such

restoration is not possible simultaneously, then such restoration shall be done within 10 days.

3.6.2. Minimum space required for installation of Gateway, Switches, Routers, Cameras, LED/LCD signage's etc. for smart parking services will be provided free of cost by LSCL/LMC. However, any Civil/Electrical work required will be the responsibility of the Developer at his cost.

3.6.3. At the end of the concession period, all rights given to the Developer shall be terminated automatically.

3.6.4. LSCL/LMC shall provide single window clearance, where LSCL/MC has full control and jurisdiction, to the Developer for the purpose of this RFP document.

3.6.5. LMC shall undertake civil repair works and resurfacing works, if required, in the parking lots as per LMC requirement from time to time.

3.7. Developer Responsibilities

The Responsibilities of the Developer throughout the concession period shall be as indicated under this RFP document, including:

3.7.1. Design, develop, provide, install, manage, operate and maintain the smart parking system 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. If the service level dips below the minimum benchmark, LSCL may terminate the agreement as defined in RFP document.

3.7.2. Operate, maintain and manage all hardware, software and services covered in this RFP document throughout the concession period.

3.7.3. The Developer shall provide connectivity (electrical, network, etc.) to all devices / equipment, such as LED signage including, sensors, boom barriers, handheld device, autopay station, manual pay station, CCTVs, built / installed under this RFP document, and running, maintenance, operation & management cost of these devices/equipment throughout the concession period. The Developer will be responsible for all civil and installation work related to network connectivity, power

supply extensions to devices, installation of devices and equipment, and any other networking, communication and infrastructure requirements related to any work under this RFP document.

3.7.4. Watch and ward of the assets/ services created in this project. The Developer 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.

3.7.5. To provide FTTH /RF/WiFi connection at each of the parking lot to bring (i) parking related data on real-time basis; and (ii) CCTV data on demand basis, online to the Central Control Room throughout the concession period of project, at his cost.

3.7.6. Erect suitable steel structures if required at its own cost for installation of LED signage for smart parking system. These structures/ poles shall be of stainless steel, and aesthetically designed and structurally stable and as per LSCL specifications. The developer shall also indemnify LSCL for any damage due to such structures.

3.7.7. LMC will be the owner of all dismantled existing equipment from the parking lots and all such equipment shall be handed over to LSCL, not later than a fortnight from date of such dismantling.

3.7.8. Provide adequate power back up to ensure uninterrupted power supply to all hardware (equipment, devices, etc.) covered under this RFP document.

- 3.7.9. All physical assets created under this RFP will become the property of LSCL/LMC at the end of Concession period or at termination of the concession, whichever is earlier, and the Developer will not have any legal right on these assets.
- 3.7.10. At the end of the concession period, the Developer has to hand over all physical assets belonging to parking locations in proper working condition. In case of any deficiency noticed at the time of such handing over, the Developer has to get it rectified at his own cost within 15 days of such handing-over. Performance guarantee of Developer will be released only after successful handing over of the all physical assets in working condition to LSCL.
- 3.7.11. Any damage to other services arising due to installation or execution or repair or maintenance work by the Developer, shall have to be made good by the Developer within 72 hours of such damage, failing which LMC has right to get it done at the risk and cost of the Developer and in such case, LMC will charge double of the cost incurred on making it good from the Developer.
- 3.7.12. The developer shall pay Concession Fee to LSCL/LMC as mentioned in Clause 3.8
- 3.7.13. Developer to deposit BG of Rs.10 lakhs (Rs. Ten Lakhs) as a refundable performance security deposit with the LSCL, which will be released within six months from the date of end of concession period, only upon successful completion of the work and settlement of all dues (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.
- 3.7.14. For any complaint registration by users, provisions shall be made by the developer in Mobile App and web portal. The developer shall provide a weekly report to the LSCL, every Monday on the number of complaints received during the previous week (Monday to Sunday) and the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the developer.
- 3.7.15. If the Developer allows and charge or do parking, except the parking lots defined in the map which is provided as Annexure- 2, a penalty as provided under Penalty Clause shall be imposed on the developer. Traffic Police may also impose penalty on the developer, if applicable. Traffic Police/LSCL reserves the right to tow away vehicles parked at such unauthorized places at the cost of the Developer.
- 3.7.16. The developer shall honour the 'Parking Passes/Stickers' issued by LSCL and will not charge any parking fees from the user of such vehicles having 'Parking Passes/ Stickers' issued by LSCL. Such non-charging of parking fees by the

developer shall have no interference on concession fees to be paid by the developer to the LSCL, and the developer 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, LSCL shall provide the database of Vehicles (vehicle Number, pass/sticker no., Type of Vehicle – Car, Scooter, Motorcycle etc.) issued by it to the developer for this purpose.

- 3.7.17. Apply for road cutting permission to LSCL, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. LSCL will get it approved as per feasibility at site. The final route will be decided/ approved by LSCL keeping in view the requirements of the Developer and the site conditions. As such, any instructions/policy of LSCL, Government of Uttar Pradesh and Government of India issued from time to time will be applicable on the Developer.
- 3.7.18. Restoration of roads, footpath, green portion etc. will be done by the Developer at its own cost as per plan approved by LSCL or within 15 days from the date of road cutting, whichever is earlier. Restoration has to be done with equivalent specifications provided by LSCL so that after restoration the aesthetics and purpose of use will not compromise. Restoration work shall be carried out as per CPWD/ State PWD specifications.
- 3.7.19. In case, the Developer fails to restore the roads/footpath/ green portion etc. within the stipulated time than LMC has right to get it restored at the risk and cost of the Developer, and in such case, LMC will charge 1.5 times of the cost incurred on making it good from the Developer.
- 3.7.20. The Developer shall take metered electricity for parking sensors, gateway, router/switches, LED signage/displays, parking guidance system and all systems for indoor parking equipment etc. and for all equipment installed in Central Control Centre. The Developer will bear the cost of electricity consumed for all such devices as per tariff applicable from time to time.
- 3.7.21. The Developer shall integrate the parking mobile app and the web portal with the LSCL App, and migrate the whole content/database of app and portal on the LSCL Command & Control Centre, as and when such Command and Control Centre will be set-up by the LSCL by itself or through any other developer.
- 3.7.22. At the time of completion of implementation period (i.e. three months from the date of handover of the parking lots to the developer by LSCL), the Developer shall inform the LSCL in writing for the same along with a list of all the assets (details of

equipment, software's, services etc.) deployed during the implementation period under this RFP document, including their costs. The developer shall update such assets list on yearly basis throughout the concession period.

- 3.7.23. 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.
- 3.7.24. Ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot.
- 3.7.25. Mark all the boundaries of each parking slot in all the parking lots under this RFP document with thermoplastic paint of 2.5 mm thickness and 100mm width as per CPWD specifications and renew/remark the same after every 2 years, or earlier as per site requirement.
- 3.7.26. The developer 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, and also follow all instructions and guidelines issued by U.P. Police / statutory rules & regulations/LSCL for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
- 3.7.27. For installation of CCTV(s) and /or LED signage(s), if there is any requirement of additional poles, the same will be provided and installed by the Developer with prior approval of design from LSCL.
- 3.7.28. Undertake all measures for Cyber security, protection of information and 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 Developer will detect analysis and do mitigation of vulnerabilities and protect Central Control Centre room including Data Centre from cyber-attacks throughout the concession period.
- 3.7.29. Propose additional measures to increase occupancy of parking lots. However, the Developer will be required to take approval from LSCL before implementation of any measures to improve the parking efficiency.
- 3.7.30. Ensure at all times that the parking lots are utilized by cars, cabs, two-wheelers, and other small vehicles, but no heavy or medium commercial vehicles are parked in specified parking lots.

3.7.31. The Developer will provide necessary support, data and other required information for integration of smart parking solution with Central Command and Control Centre of LSCL, as and when such Command and Control Centre will be set-up by the LSCL by itself or through any other developer.

3.7.32. Responsible for and provide security at the parking lots, and shall report crimes in parking lots to U.P. Police and LSCL/LMC without fail.

3.7.33. The Developer is not allowed to sublet/outsourcing the parking lots under this RFP. However, the developer can arrange manpower from any source.

3.8. Concession Fee:

3.8.1. The applicant shall quote the 'Concession Fee' as percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to LSCL and in the prescribed format given at Annexure 4. The Developer would pay to LSCL every month the Concession Fee as quoted above throughout the concession period based on the parking rates mentioned at Annexure-3, subject to minimum concession fee as Rs.40 Lakh/- P.A (Rupees Forty Lakh P.A only) payable monthly from the date of handing over of parking lots.

3.8.2. The minimum concession fee will be changed (increased or decreased), in proportion to the change (increase or decrease) in number of ECS in parking lots given to the Developer.

3.8.3. In case of increase in parking fees notified by LSCL/LMC from the parking fees over and above as provided in Annexure-3, the 'minimum concession fee' as mentioned in clause 3.8.1 above will be increased proportionately [weighted increase on the basis of increase in "parking rates x parking capacity (ECS)"] to such increase in parking fees. The 'Concession Fee' will be increased in the following manner in the event of increase in parking fees notified by LSCL/LMC from the parking fees over and above as provided in Annexure-3:

(i) In such case, the Developer shall pay to LSCL/ LMC per month, quoted percent of the revenue earned before such increase in parking fees and ninety percent of the incremental revenue earned due to such increase in parking fees.

3.8.4. In case of decrease in parking fees by the LSCL/LMC, the Developer may request the LSCL to rework the minimum concession fee and quoted percentage of revenue earned to be shared with LSCL as concession fee through Chairperson, LSCL. The

Chairperson, LSCL with the prior approval of the LSCL may reduce the minimum concession fee and quoted percentage of revenue earned to be shared with LSCL in such cases.

- 3.8.5.** Revenue received from parking will be kept within a separate account for the purpose of this project to be maintained by the developer. LSCL shall have the liberty to independently audit the revenue collection any time during the concession period. LSCL will reconcile the account statements on quarterly basis. If any irregularity is found, the same shall be treated as breach of this agreement and LSCL shall have all rights to take necessary action against the Developer, including action such as termination of this agreement for breach of terms and conditions by the developer.
- 3.8.6.** The Developer shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, and the Concession Fee shall not be adjusted for such costs.
- 3.8.7.** The Concession Fee shall pay LSCL on monthly basis by the 7th day of the subsequent month throughout the concession period, along with necessary detailed reports related to the concession fee and proof for submission of taxes and duties, as applicable.
- 3.8.8.** Failure to pay the Concession Fee in time will attract an interest of 18% per annum compounded quarterly on the entire amount of unpaid Concession Fee payable for the entire period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of Concession fee for a period of two subsequent months, LSCL will encash the Performance Bank Guarantee equivalent to the outstanding Concession fee. Thereafter, the Developer will have to resubmit the PBG of full amount within fifteen days from the date of such encashment. If the Developer fails to resubmit the PBG of full amount within the said fifteen days, then LSCL shall terminate the agreement and no compensation would be paid for the investment undertaken by the Developer.
- 3.8.9.** Parking Rates: Parking rates for parking lots in LSCL area has been defined in Annexure '3'. The developer shall charge rates for parking as approved by LSCL/LMC from time to time.

3.8.10. In the event of implementation of Goods and Services Tax (GST), the service taxes as mentioned in clause 3.8.1 above will be calculated based on the provisions of GST as applicable in Uttar Pradesh.

3.9. Detailed Scope of Work

Parking Management and Guidance System (PMGS): The PMGS internally comprises of two subsystems, namely Parking Management System and Parking Guidance System. The Parking Management System consists of the access control system for tracking vehicles in and out of the parking lot, real time information about availability of parking slots, extension of parking time by users, acceptance of payment through various mode like cash, e-wallet, smart card, NFC, Debit/Credit card etc. and billing information. The Parking Management System comprises of components like sensors, entry devices, barriers, exit devices, payment device, payment mechanism, wireless handheld device, etc.

The Parking Management System components should communicate back and forth with the Central Control Centre and LSCL command & control centre. The Parking Guidance System will guide the motorist to appropriate parking slots using a combination of digital signs and indicators in the parking lot or through Mobile App.

The Parking Guidance System shall comprise of components such as magnetic cum optical/magnetic cum Infrared, magnetic loop sensors for vehicle detection, level/ zone display, bay finders, light indicators, electronic directional displays, map based guidance system, etc. The system should cater to all types of parking lots envisaged.

Smart Parking Management System (Functional & Technical Requirements): The detailed functional and Technical requirements of the proposed parking management system are described below:

3.9.1. Functional Requirements of Smart Parking Solutions

Parking Management System	
Parking Location	
❖	Parking Management System must geo-reference all the parking lots and shall have the ability to add more locations in future.
❖	All parking lots must have one-to-one mapping of all the sensors and POS/Payment systems in that location.
❖	Each parking lot can have a local server for storage and hosting the local parking management application or it can connect via Wi-Fi or other Communication network to central server for exchange of data/information.
Parking Information/Guidance	

❖	<p>Parking Management System should enable stakeholders/users to obtain real time information about the availability of the parking lot by location based on the occupancy of parking lot. Also, shall have facility to user to be able to view availability by proximity and cost.</p>
❖	<p>The total number of slots and free slots for parking must be displayed on a digital signboard near the parking lots. The Parking Management System's integration with other elements within the tender scope must facilitate display of parking information at variable messaging displays deployed at key points of interest in the lucknowcity.</p>
❖	<p>Entry to any parking space should have outdoor displays/screens showing overall availability of parking slots on real time basis in that particular parking space</p>
❖	<p>Every parking space shall be fitted with occupancy sensors for vehicle detection. Sensor should be intelligent and accurately detect if the vehicles space is vacant or occupied.</p> <ul style="list-style-type: none"> • Appropriate sensors should be chosen based on the type of the parking spot and its external conditions. • The sensor should be able to detect a vehicle irrespective of the depth or height of sensor installation. Each sensor should have its own unique identification in order to be accurately tracked by the Parking Guidance System. • Each sensor should have an accurate and real time feedback mechanism to be detected automatically by the system in case of faults.
❖	<p>Each of the Parking shall be fitted with an aisle light indicators for informing users on their availability on-site:</p> <ul style="list-style-type: none"> • Light indicators should be installed for all parking lots for motorist to see the available and occupied spaces from the parking lane easily. • Once a parking spot is occupied the total parking slots should automatically get updated. • The fixation of the light indicators to the ceiling should be easy and fast, and should use a quick fastening clips to easy the installation.

❖	Informative Display Panels should be installed at all entry points of the parking lot indicating available spaces for each parking aisle, bay/zone/level, total parking and should be able to be customized by software. The display panel should be easy to understand and must have graphical directional and zone status indication (as red crosses for zone full or green directional arrows to guide drivers to zones with available spaces).
❖	Entry to any parking space should have outdoor displays/screens showing overall availability of parking slots in that particular parking space.
❖	All the Parking Information/guidance system hardware like Sensors, display will be integrated with Parking Guidance Controller which monitors the status of occupancy and controls guidance signs appropriately.
Parking Access Control / Management	
❖	Each parking shall have parking ticket dispenser machine at the entrance where the ticket can be issued by the machine on pressing the button by the user/ operator.
❖	Each entry lane should be equipped with one Entry Device with the following capabilities: <ul style="list-style-type: none"> • Ticket Dispenser • Medium for motorist to enter Unique Booking Number • EMV compliant CPC reader
❖	The ticket, QR Code and CPC or any other technology used by Developer should be capable of capturing data that is easily retrievable at the exit.
❖	Every vehicle entering the parking space should be stopped by barrier. The barrier is raised when the motorist is issued a ticket or has been identified as a legitimate user.
❖	In case the parking lot is already occupied to its capacity, the ticket issuing should automatically be blocked and therefore, the barrier should not open.
❖	A message should also be displayed on the outdoor screen stating the same.
❖	The Entry Device should be able to detect and report: <ul style="list-style-type: none"> • Anti-pass back • Back-out ticket • Low ticket stock
❖	The display on Entry Device should have capability to display messages in English, Hindi and other Regional languages

❖	Any vehicle, before leaving the parking area, should be stopped by a barrier system at the point of exit from the parking.
❖	The solution should also include provision to capture the image of the vehicle including license plate view exiting any of the parking spaces and all the information related to the same should be stored at a central server.
❖	<p>Exit of every parking should be equipped with a manned Pay station (booth).</p> <ul style="list-style-type: none"> • For motorists who enter the parking lot using CPC, the same shall be recorded in the system and while exiting, the payment shall be deducted from that card. If the user fails to show up same CPC which was used while entering, the system should not allow the exit and the user must pay the amount as per business rules as specified by Client. • If any discounting is allowed for parking, the business rules for the same shall be handled with prior approval from LSCL/LMC. • The personnel monitoring the exit Pay Station is also required to manually enter the License number details in the system so that the license number, along with date and time of exit, is stored in the database.
❖	Once the vehicle exits a parking slot, the total parking slots available in that parking space should automatically get updated.
❖	Only after completing the full cycle correctly the transaction will be considered as valid within the car park. However, audit trail of each Complete, incomplete and cancelled transaction should be available in the system.
❖	The solution should be equipped with Anti-pass back technology and be able to detect and report any instance pass back.
❖	The barrier should remain in closed position for optimal period of time for the vehicle to pass at entrance and exit.

❖	<p>Barrier Arms should have the following options:</p> <ul style="list-style-type: none"> • In closed position the full arm should be illuminated red. • During movement the full arm should be illuminated yellow. • Once reached open position the full arm should be illuminated Green.
❖	<p>Upon horizontal impact by a vehicle, the barrier arm should get detached from the barrier unit with minimal damage to the vehicle and the barrier motor mechanism. An alarm should also be raised and sent to the server</p>
❖	<p>Upon impact during closure, the arm will stop and stay in the same position. Under no circumstances should the arm re-open upon impact. This is to prevent keeping the arm open for illegal entries or exits.</p> <ul style="list-style-type: none"> • The barrier arm should be easy to refit with barrier unit in a short duration (within one minute). • If for any reason and external override (fire system) needs to be connected, then this should only be possible over the Entry/exit Device and the switch should be permanently monitored by the Parking Management System.
❖	<p>The solution should have capability to capture image of the license plates of the vehicles at every entry and exit of each parking lot. The image should be clicked at the entry point when the ticket is issued and at the exit point during payment. The image of the license plate should be linked to the details of the corresponding ticket issued in real-time and stored in the database for one month. This information will be stored in the server.</p>
❖	<p>Parking Management System shall track vehicles entering and exiting parking lots. The Parking Management System should do so at each floor, in case of multilevel parking and communicate the data.</p>
❖	<p>The Parking Management System should retain videos of car entering /exiting the parking zone.</p>
Parking Pricing and Payment	
❖	<p>The Parking Management System should facilitate real time revision of parking fees and should enable real time communication of rules to handheld terminal and parking booths/kiosks from Central facility/Control Centre.</p>

❖	<p>Payment sub system shall have the capability of processing and reporting separately numerous transactions including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Normal transaction • Lost ticket transaction • Insufficient funds transaction • Mutilated or unreadable ticket transaction • Non-revenue (no charge) transaction • Blank or used ticket transaction • Validation transaction
❖	<p>Parking Management System should enable LSCL/LMC or any other appointed third party to facilitate generation of parking receipts and tickets based on occupancy of parking lots and business rules to be amended from time to time.</p>
❖	<p>User shall have the multiple payment options as given below.</p> <ul style="list-style-type: none"> • Primary mode of payment for parking will be by cash at the Pay Station • Common Payment Card (CPC) • For bookings through Citizen App or Smart Web portal application, payment will be made using e-Wallet, net banking, credit card, debit card etc. • Additionally, the developer can implement innovative and cost effective payment methods (such as e-vouchers) for customers opting for monthly reserved parking passes.
<p>Audit, Performance MIS Reports and Alerts</p>	
❖	<p>PMS should track each and every revenue source and should ensure no leakages due to manual intervention.</p>
❖	<p>All vehicular passages during the time that the barrier is not functional/down should be recorded and displayed in the reports separately in order to audit the necessary revenue transactions during that time.</p>
❖	<p>System shall daily check whether the vehicles that have entered the premises and are yet to leave. Thereby it should be able to generate alert if any vehicle is overstaying in the parking lot over 24 hrs.</p>
❖	<p>In case of any sensor or barrier non-functional, an alert should be sent to the console and server to ensure that the administrator is informed that the device is not working.</p>

❖	<p>Parking Management System should:</p> <ul style="list-style-type: none"> • Report occupancy of parking lots to a central software application deployed at the control room. • Include central reporting system establishing the connection between the devices and sensors, and the centralized control room. • Include reporting dashboards with location specific thresholds to be set for generating customized reports • be capable of monitoring the number of vehicles that entered or exited the parking premises during any given time. • 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. These reports should be available in all standard acceptable formats like .csv, .pdf, .txt, etc.
Standby or Breakdown/ Off-Line / Manual mode	
❖	<p>PMS should include the use of wireless handheld device for parking. This device shall be used as a fallback mechanism. However, this device must track every transaction limiting any manual transaction to zero.</p>
❖	<p>In case of high traffic at any of the parking lots or during peak hours, it should be possible for the wireless handheld device to be used as central cashiering device (i.e. it should be possible to scan the QR Code on tickets issued by the entry device and issue receipts post payment, so that the motorists could pay for the parking and then drive out quickly), without any time consumed for payment transactions at the exit.</p> <ul style="list-style-type: none"> • The device should have capability to print parking receipts and bar coded tickets in real time. • Both the functionality of ticket dispensing & cash register should be possible to be combined in one device. • This wireless handheld device should be an online unit, however, in case of network failure, the device should have capability to transact offline and sync with the server as and when connection is restored.
Maintenance Mode	

❖	The central system and all the equipment (barrier gates, ticket dispenser, POS units etc.) shall support maintenance mode during repair, replacement and testing of equipment.
❖	All transactions done during the maintenance mode on a ticket dispenser or a handheld ticketing machine shall be possible only using a special maintenance smart card issued specifically for the purpose.
❖	All such maintenance media shall be deposited with the Client and written requests shall be raised by the developer if they have to be issued to them.
❖	All transactions carried out in the maintenance mode shall be reported separately similar to exception transactions.
❖	The maintenance mode shall be possible only by using a dedicated maintenance “user privilege login” specially created for this purpose.
Central System	
❖	Uploaded data shall not be deleted from system readers or workstations until the central system has provided confirmation that the transactions have been successfully received.
❖	The central system shall be able to update its date and time applying time synchronization to servers and using this to in turn update the date and time on all system devices and workstations.
❖	All active equipment shall have an internally maintained date and time clock synchronized at a time interval via the communications controller with the Central System date and time clock.
❖	The time synchronization application in the device shall have the capability to adjust the minimum time interval for updating itself with the central system time and date, and shall be capable to update time as often as every minute (configurable) with the centralsystem.
❖	The central system shall manage all device activity and maintain their logs including at a minimum: <ul style="list-style-type: none"> • Data storage and processing systems • Financial systems • Customer databases • Sales and transaction systems
❖	All equipment shall operate with a real-time data connection to the central system via the communications network for that equipment.

❖	If the data connection to the central system is temporarily lost, all equipment shall seamlessly switch to an offline mode in which all data is temporarily stored in internal memory and transmitted to the central system
❖	All equipment shall have sufficient memory to operate in offline mode, with no loss of data, for no less than 168 hours.
❖	The central software shall support managing parking fare tables.
❖	It shall be possible to “future-date” pending fare tables so that they can be uploaded ahead-of-time and automatically activated at the planned date and time.
❖	All ticket dispensers and handheld ticketing machines shall store the current valid fare-set as well as a future “pending” fare-set with activation date and time in order to allow downloads to the device to occur in advance.
❖	When the activation date and time passes, the ticket dispenser and the handheld ticketing device shall automatically replace the existing fare table with the “pending” fare table.
❖	Updated fare-sets shall be downloaded as soon as the central system publishes notice that they have become available.
❖	The central software shall be capable of providing over-the-air fare table updates & firmware updates to the handheld ticketing devices apart from other immediate critical updates.
❖	<p>The systems should be driven by configurable parameters and should provide the flexibility for maximum configuration. The configurations shall be for, but not limited to:</p> <ul style="list-style-type: none"> • Time based Fare table etc. • User Groups and users privileges • Time validity of ticket • Time validity of CPC • Penalties associated with the CPC misuse • Pass back time on CPC use • Addition & deletion of equipment, nodes, parking lots, handhelds, user groups, users etc. • Reports access

❖	<p>The system shall handle all exceptions. Exceptions can be, but not limited to:</p> <ul style="list-style-type: none"> • CPC not being read • QR coded ticket not being read • Low balance on CPC • Manual opening of the barrier gate • Paper ticket lost • QR coded paper ticket not readable after entry • CPC lost after entry • CPC damaged after entry • Any other exception as reported.
❖	<p>Any exception in the normal process shall be flagged separately for auditing and reports should reflect this condition. Mechanisms should be provided to help audit such exceptions.</p>
❖	<p>The system shall handle all degraded conditions which can be, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Ticket Dispenser is not functional • Power failures • Data Connection lost • Particular node down • Central Server down • Any other conditions as reported
❖	<p>Alternative mechanisms and all required systems shall be provided for the system in case system is in degraded state as specified but not limited to the above by the developer.</p>
❖	<p>There should be provision in the system to enter degraded transactions, in case they are not registered because of degraded operations.</p>
❖	<p>There shall be back-up handheld machines capable of performing all the functions of the Parking Station if ever the system is down for some reason.</p>
❖	<p>The back-up handhelds shall be a miniature of the capabilities of the Ticket Dispenser and POS units in all respects such as transaction times, issuing of various fare media etc.</p>

❖	There shall be provision for data transfer from the back-up hand-held machines to the central system once the system is “UP” and running, preferably using wired transfer authenticated by a registered user. In no case there should be any duplicity and missing transactions/data in the central database.
❖	<p>The developer should provide an automated Fault Monitoring Module to generate reports identifying the faults of the equipment if any on a daily basis. The fault monitoring system shall have as a minimum the following capabilities:</p> <ul style="list-style-type: none"> • Setting up of automatic and manual alerts • Automatic fault detection & reporting • Fault Status reports • Fault Closure reports
❖	The reports shall be non-editable and the Client and/or its representatives shall have real time access to the Fault Monitoring Module with user privileges of the highest level.
❖	Automatic Backup/Archiving Software shall provide automatic back-up of the entire database. The software shall allow taking complete back up or incremental back as per the desired archival policy.
Monitoring & Control Dashboard	
❖	<p>The parking control centre operator shall be provided with a dashboard and monitoring system that is completely independent from the revenue transaction system and shall be displayed and monitored at the parking facility and in the central control room. This system shall record the following information:</p> <ul style="list-style-type: none"> • The total number of vehicles crossing the gate loop in each controlled entrance and exit lane (count to be obtained regardless of status of equipment components e.g., gate arm raised). • The total numbers of valid card access vehicles for each controlled entrance and exit lane. • The total numbers of valid daily vehicles for each controlled entrance and exit lane. • The number of violation vehicles for each controlled access lane. A violation vehicle is defined as a forced or un-authorized passage of vehicle over the detection area.

❖	On this dashboard there shall be a schematic layout showing all the connected parking nodes on the GUI.
❖	The various nodes when connected & disconnected shall be represented in different colour schema on the GUI of the control centre operator.
❖	If any particular node is disconnected from the control room, the same shall raise an alarm appropriate action shall be taken to rectify the same.
❖	The monitoring dashboard shall allow the operator to click on any node & view the details of the “operator” logged in, time duration since logged in, summary of transaction performed, disable/enable Entry/Exit Station or POS terminal, other components of parking system.
❖	The monitoring dashboard shall show the status (connected/disconnected, faulty/working) of all logical devices (barrier gate, ticket dispenser, camera, CPC reader, receipt printer, QR code reader and other equipment) connected to a particular node when clicking on a node from the monitoring dashboard GUI.
❖	In case of any fault in the devices connected to a node, or connectivity failure with a node, a pop-up message shall appear on the monitoring dashboard workstation. The operator has to acknowledge the pop-up message & report the type of fault to the maintenance team & shall record the details to the assigned team/individual into the system.
❖	Fault assignment to the maintenance team shall be managed and controlled by the system software only. Once a fault is assigned by the control room operator or authorized user to the maintenance team, the same shall be displayed in the maintenance module and once fault is closed/resolved by the maintenance team it shall be updated automatically (in case of active devices) or else updated manually in the software application/maintenance module promptly.
System Data Requirements	
❖	Client shall own all system data and be able to use the central system to export transactions data for processing/analysis using other software.
❖	Data shall be retained in the database for at least the financial year previous to the current financial year.
❖	Data received from system devices shall be maintained at the original level of transactions and not be aggregated, consolidated, or combined within the database.

❖	Sufficient data storage capacity shall be provided in the central system to store online a minimum of one years of activity with full transactional data.
❖	All data shall be automatically backed-up daily without human intervention, using the backup devices and media.
❖	Means shall be provided to automatically archive data older than one year along with the archiving media to store the data.
❖	The functional capability shall be provided to use such archived data to process comparative type reports, such as but not limited to reports utilizing and comparing data from non-consecutive month periods in two different years, or day-of-week comparisons over multiple month or annual periods.
❖	The transactional database shall store the date/ time stamped details of each transaction including all information transmitted to the central system from the system devices.
❖	Client shall own all system data and be able to use the central system to export transactions data for processing/analysis using other software.
❖	Data shall be retained in the database for at least the financial year previous to the current financial year.
Citizen/ Operator / Authority Interface	
❖	The Parking Management System should have a mobile and a web delivery channel for citizens to get real time parking availability and pre book parking lots using online payment of parking charges facilitated through a payment gateway.

❖	<p>A mobile application and web based user interface should be provided with the following features:</p> <ul style="list-style-type: none"> • The application should have citizen module and officer module. • Through the citizen module, the user should be able to locate nearest parking lot and also pre-book based on his geographical coordinates. The same information must be made available on map with routing information. • The citizen should be able to see all the parking lots with exact available space in a real time mode. • While locating nearest parking lot, the latest parking slot availability should be given to the user. • The application should have an Authority/Operator module where PMC designated inspector / operator will be able to check compliance of slot occupancy against the fees paid by the citizen.
Integration with other Systems	
❖	<p>Integration with Smart City Command Centre and Mobile Applications - Integration of various components provides seamless access of various data across the departments which help in operation. So the developer shall provide complete support for any third party integration required to integrate parking with Smart City Platform of LSCL and mobile applications to get real time data.</p>
❖	<p>Integration with Common Payment Card - A Common Payment Card (CPC) is being envisaged as part of Smart City Initiatives which shall be used for making payments at multiple merchandises across Lucknow. The CPC shall be issued by Banks and will be accepted at most of the facilities in lucknow including utility payments, transit, parking etc.</p> <p>The developer shall work in close coordination with the CPC and other related agencies to make it workable.</p>
❖	<p>The system shall integrate with 3rd Party / Private parking Systems deployed across the City and provide the information to Citizens</p>
Variable Message Display Board	
❖	<p>The VMS board will be deployed at nearby circles to the parking locations for ease of public to know the availability and direction of the parking locations.</p>

❖	The Variable Message Display Board Should Consist of Variable Message Sign Board With Local Controller.
❖	A VMD software system shall be provided to the central control Room and / or Command & Control centre for message preparation monitoring and control of the variable message signs. IP based Network equipment shall be provided to connect the VMD with the VMD software system.
❖	The VMD software application will allow user to publish specific messages for managing traffic and also general informative messages
❖	VMD software application will allow an operator to seamlessly toggle between multiple VMS points at each workstation in order to send specific messages to specific locations, as well as sending common message to all VMDs. VMD software application will accommodate different access rights to various control unit functionalities depending on operator status and as agreed with the client. Software should be GUI based, and capable to handle 100 VMS signage, user can select desired location in Map, by selecting the location live status of VMS should be displayed.
❖	The minimum size of the VMS will be 3mx2m

3.9.2. Technical Requirements of Smart Parking Solutions:

Ticket Dispenser	
❖	The Ticket Dispenser shall have functionality of issuing/reading a QR coded parking ticket with entry record at entrance.
❖	Dispenser shall be intelligent controller that can run in stand-alone or on-line mode.
❖	Dispenser shall have LCD display to give guidance to driver during transaction time. Display shall be LCD colour graphics user definable display 320 x 240 pixels type with damage resistant lens capable of displaying graphics and images.
❖	Dispenser paper roll capacity shall be at least 5,000 tickets per roll.
❖	Dispenser shall have built-in photo sensor to give paper roll low level indication.
❖	The Dispenser shall have built-in high speed ticket printer based on thermal technology.
❖	The built-in printer shall be a compact thermal printer able to print, as a minimum, tickets (text and graphics), QR code and system status information.
❖	The print speed shall not be less than 150 mm/s for both text and graphic and at a minimum resolution of 203 dpi (8 dots/mm).
❖	The Dispenser shall have built-in Common Payment Card (CPC) reader to read/write information from CPC. <ul style="list-style-type: none"> • The Common Payment Card (CPC) reader shall be EMV compliant. • The CPC reader shall have operating temperature range of 0 to +70 °C.
❖	Dispenser controller device shall communicate with Ethernet and a minimum CAT5e to the system. No proprietary RS485 cabling or other proprietary system allowed for communication to lane devices.
❖	Dispenser controller shall support USB, Serial, and RS-232 communication mediums to add on devices.
❖	Dispenser controller shall have additional inputs and outputs assignable to functions like open/closed sign relays for barrier gates and indication lights operation.

❖	Front/Rear door shall provide easy access for ticket loading and logic board access.
❖	The Control unit shall include CPU, input/output terminals, and power supply and logic board for display.
❖	Lower cabinet shall come complete with pedestal, floor stand, column door low ticket sensors, and power supply board.
❖	Tickets issued shall be cut with a self-sharpening ticket cutter.
❖	The Dispenser shall have an easy jam removal mechanism that requires no tools, takes minimal time and training for the operator to clear.
❖	It shall generate appropriate jam error and alarm codes to the system.
❖	All dispensers shall come with standard equipment such as heater and cooling fan using a thermostatic controller to ensure a reasonable operating temperature for components in various weather conditions. Humidity range is up to 90% non-condensing.
❖	The Dispenser housing shall be at least IP54.
❖	Dispensers shall have the capability to be remotely monitored by LAN, WAN or remote web access.
❖	Dispensers shall have an on-board perpetual calendar clock device to maintain time & date with network (LAN) for updating and configuration.
❖	Dispensers shall have the functionality of stolen ticket detection on-line, that polls ticket validation from the system. System alarm code shall be generated to the log file.
❖	Dispensers shall have feature to read tickets inserted in any direction i.e. backwards, forwards, and right side up and upside down.
Parking Controller	
❖	All occupancy sensors shall be integrated to the Parking Controller to give real time status of parking lot occupancy.
❖	The parking controller shall be rugged and shall have sufficient no. of I/O terminals to take feed from occupancy sensors. If multiple controllers are required to cater to occupancy sensors, the same shall be provided.
❖	Based on the feedback from the occupancy sensors and Parking System, the controller shall be able to control the parking guidance signals based on their location to guide users accordingly to nearest vacant slot.
❖	The Parking Controller shall have operating temperature range of 0 to +70 °C.

Barrier Gate	
❖	The Barrier gate shall have the access control mechanism to enable entry to the passengers with a valid fare media to enter the Parking slots.
❖	The height of the Barrier gate shall be not less than 1000 mm from the floor.
❖	The Barrier gate shall have barrier arm with the width of maximum 3 meters in length with collapsible arm mechanism.
❖	The Barrier gate Cabinet shall have fully lockable doors to the front of the cabinet for ease of access.
❖	The access controllers for each gate should be independent.
❖	The Barrier gate shall be capable for working in an off-line mode in case of communication network failure.
❖	The natural position of the Barrier gate should be the closed position and the drive mechanism will open/close the gate.
❖	The Barrier gate Arm will be able to operate in auto-reverse mode when hitting an obstacle during closing.
❖	The Barrier gate Arm should have functionality of self-locked in any position to avoid unauthorized person to manually open/close arm.
❖	All mechanism parts of the gate shall have a MTBF of at least 10 million cycles.
❖	The Barrier gate opening time should not be more than 1.5 secs at 90° opening angle.
❖	The Barrier Gate housing shall be at least IP44.
❖	The mounting of the gates and its assembly shall be firm with the floor of the Parking stations as to resist possible vibration due to the operation of the motor.
❖	The operations of the gate will not make noise beyond 55 decibel (daytime commercial noise limit as per BIS standards) under closed housing condition measured as a time weighted average.
❖	The Drive mechanism shall be electric and adequate to actuate the barrier and meet all opening parameters.
❖	The Barrier gate steel cabinet should have shot blasted, primed and powder coated. Barrier gate Arms shall be of rectangular extruded aluminum 76 x 38mm white powder coated.

❖	The Barrier Cabinet and Boom should have finished with an anti-corrosion paint system.
❖	The Barrier gate control system will be located inside the main Barrier Cabinet and should give easy access to all electrical components for connection, maintenance and programming, including the power isolation switches.
❖	When a Barrier gate is not working properly and is in out of servicing mode, a visual indication shall be displayed preferably with colour distinction using LED symbols.
❖	The Barrier gate should have infrared sensors to detect the presence of human, vehicle and other object for extra safety.
Parking Occupancy Sensors	
❖	The ultrasonic sensor shall be used to detect occupancy status of the parking lot/bay.
❖	The sensor should transmit this signal in real time to the Parking System to evaluate occupancy and count.
❖	The Ultrasonic sensor shall have 2-colour built-in LED indicator, wherein Red colour LED indicates parking bay is occupied and Green colour indicates vacant.
❖	The sensor have feature of control LED indicator which should be clearly visible under all light conditions and from a minimum distance of 100 meters.
❖	The sensor shall have self-diagnostic functionality to identify any defects and report it to the parking system.
❖	The detection range of the sensor should be at least 3 meters.
❖	The sensors shall be housed in an aesthetically good casing and should have mounting provisions suitable for roof mounting and pipe mounting.
❖	The Ultrasonic sensor shall have built-in auto temperature compensation mechanism.
❖	The sensor shall work in the frequency range in between 40KHZ to 50KHZ.
❖	The sensor Protection shall be IP 65.
Public Information Signs (PIS)	
❖	The PIS shall be used to display information to users at each parking station for the vacant slots.

❖	The PIS display board shall be industrial grade flat panels that can withstand the environmental and working conditions found in Lucknow. The panels shall allow for 24x7 operations.
❖	The display systems shall have built-in test facility, able to carry out self-check at periodic intervals as well as exchange of diagnostic information from the parking management central system including power availability, and its current status.
❖	The display units shall support multi-lingual fonts in English & Hindi for easy reading.
❖	The signs shall include on-going self-diagnostics and shall send an alarm message to the central system in the event that a diagnostic fault is detected.
❖	The signs shall be based on LED technology with wide viewing angle suitable for viewing from varied angles and should have been of Amber colour.
❖	The PIS shall be able to display a message composed of any combination of alphanumeric character fonts, punctuation symbols and full graphics.
❖	When messages are displayed in multiple languages, each language shall be rotated through in turn.
❖	Time for which information is displayed in each language shall be configurable.
❖	Only outdoor rated UTP CAT6 cable shall be used to connect the device to the respective switch port. If for any case, the distance between the switch port and device exceeds 90 m, use outdoor rated multi-mode fibre cable with environmentally rugged mediaconverters.
Parking Guidance Signal	
❖	The Parking Guidance Signal shall be used to display information to users at each parking station for the vacant slots.
❖	The Parking Guidance Signal display board shall be industrial grade flat panels that can withstand the environmental and working conditions found in lucknow. The panels shall allow for 24x7 operations.
❖	The Parking Guidance Signal shall be of full matrix type with provisions to show Parking availability (in numeric format) and guided with arrow.
❖	The Parking Guidance Signal systems shall have built-in test facility, able to carry out self-check at periodic intervals as well as exchange of diagnostic information from the parking management central system

❖	The display units shall support multi-lingual fonts in English, Hindi for easy reading.
❖	The signs shall include on-going self-diagnostics and shall send an alarm message to the central system in the event that a diagnostic fault is detected.
❖	The signs shall be based on LED technology with wide viewing angle suitable for viewing from varied angles and should have been of Amber colour.
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❖	When messages are displayed in multiple languages, each language shall be rotated through in turn.
❖	Time for which information is displayed in each language shall be configurable.
❖	Only outdoor rated UTP CAT6 cable shall be used to connect the device to the respective switch port. If for any case, the distance between the switch port and device exceeds 90 m, use outdoor rated multi-mode fibre cable with environmentally rugged mediaconverters.
QR Code Reader	
❖	The QR Code reader shall be of omnidirectional type which shall be used to scan & process the tickets with QR Codes printed on them.
❖	The QR Code reader shall be able to read thermal, laser and colour barcodes and decode all standard bar codes, including at least Code 128 and QR codes.
❖	The QR Code reader shall be equipped with easily visible LEDs that indicate the scanner's state and the status (e.g. "Good Read") of the current scan when the unit is in operation.
❖	The QR Code reader shall have an audible beep that indicates the status of the current scan when the unit is in operation.
❖	The reader required for POS terminals shall be provided with fixed mount stand for hands-free operations.
❖	The reader shall support print contrast with minimum 35% reflective difference.
❖	The reader shall have at minimum 20 scan-line in 2D omnidirectional Pattern
❖	The QR Code reader scan rate shall be at least 1100 scans per second.

❖	The QR Code reader at minimum shall have ambient light immunity of 4,842 lux.
❖	The QR Code reader Mean Time between Failure (MTBF) shall not be less than 100,000 hours.
❖	The QR Code reader Mean Time to Replace shall not be more than 15 minutes
Fixed CCTV Camera	
❖	The camera control shall comply with the latest release of Open Network Video Interface Forum (ONVIF) standards.
❖	The camera shall include an integral receiver/driver. The receiver/driver shall be capable of controlling pan-tilt, zoom and focus locally and remotely from the control room
❖	The camera shall incorporate AGC circuitry to provide for compensation at low light levels.
❖	The lens shall be integrated with the camera.
❖	Video output resolution shall not be less than 1920x1080 pixels.
❖	The camera shall be capable to produce minimum 30 frames per second (fps).
❖	The camera shall provide automatic white balance, automatic exposure, automatic gain control, electronic shutter, and backlight compensation.
❖	The camera shall be a true day/night cameras with mechanical IR cut filter.
❖	The camera shall be capable of providing a high contrast colour picture with a full video output at a minimum illumination as mentioned in the specifications.
Thermal Receipt Printer	
❖	The ticket printer shall be a compact thermal printer able to print, as a minimum, tickets (text and graphics), barcodes, and system status information.
❖	The print speed shall not be less than 150 mm/s for both text and graphic and at a minimum resolution of 203 dpi (8 dots/mm).
❖	The ticket printer shall use readily available paper rolls of standard size.
❖	The ticket printer shall provide low paper and out of paper indication.
❖	The ticket printer shall have an automatic cutter with a self-sharpening ceramic rotary knife.
❖	The auto-cutter shall have a reliability of at least 1.5 million cuts.

❖	The ticket printer head shall have a Mean Cycle between Failure (MCBF) of at least 50 million print lines.
❖	The ticket printer shall have a Mean Time between Failure (MTBF) of at least 360,000 hours.
Handheld Terminal (POS)	
❖	The handheld machine shall have an integrated display and thermal printer that can be easily read under all conditions of ambient light throughout the day and night.
❖	It shall be possible to upgrade the firmware/software from the central server, configuration list such as routes along with fare and other related details, etc., using the 3G/4G technology of the cellular operator installed on the device remotely or using wired communication.
❖	If for any reason the fare media cannot be read automatically using the readers on the handheld, there shall be an arrangement to manually enter the CPC ID and validate it.
❖	The handheld machine shall store all required transaction data on-board, including: <ul style="list-style-type: none"> • Parking Location • Parking Operator Name and ID • Date and time of transaction • Device ID • Employee ID Operator • Tariff Tables • Ticket serial number • Period of Parking / Applicable Slab • Transaction Value • Method of Payment – CASH/CPC/Mobile Wallet/Pre-Paid • Action taken (e.g. ticket sold/adjusted/checked) • CPC serial number (if applicable)
❖	The handheld machine shall have sufficient memory to store a minimum of one week worth of transaction records apart from mandatory software/firmware etc.
❖	Only successfully transmitted transaction data records shall be overwritten by new transaction data records.

❖	The handheld machine shall provide a warning when the amount of on-board storage occupied by “not successfully transmitted” transaction data records exceeds a Client specified threshold.
❖	The handheld machine shall store the current valid fare-set as well as a future “pending” fare-set with activation date and time (if applicable), to allow downloads to the handheld machine to occur in advance.
❖	Upon successful completion of the transaction the handheld machine shall indicate successful completion via the interface, using both the display and a distinct configurable audio message.
❖	Upon successful completion of the transaction the handheld machine shall transmit transaction data to the central system, including: <ul style="list-style-type: none"> • Date and Time of Transaction • Device Identification Number • Ticket Serial Number • Ticket Origin • Ticket Destination • CPC Serial Number
❖	The device shall have balance check functionality whereby when a CPC is tapped to the reader, the balance is displayed (if applicable) on the handheld machine display.
❖	Handheld shall be capable of reading and issuing QR-coded Paper Tickets and EMV compliant CPC.
❖	Handheld shall have an arrangement to hang over the neck of the operator and also a fastening arrangement to the palm for prolonged usage. Both the arrangements shall ensure that the operator doesn’t feel uncomfortable under long duration usage.
❖	Handheld shall have a standard serial communications ports, and a USB for external connectivity.
❖	The handheld machine shall be appropriately ruggedized so as to provide a service life of at least five years (excluding batteries)
❖	The handheld machine shall be preferably of a one-piece unit or maximum two-piece configuration (e.g. with separate printing unit).
❖	The weight of each unit (including battery) shall not exceed 0.5 kg.

❖	<p>User Interface</p> <ul style="list-style-type: none"> • The handheld machine shall utilize (1) a touch screen, or (2) physical buttons, or (3) a combination thereof. • The handheld machine shall provide distinct audible and visual feedback for actions such as validating existing CPC, detection of blocked CPC, occurrence of card reading error, and successful/unsuccessful reading of CPC.
❖	<p>On-board Storage</p> <ul style="list-style-type: none"> • The handheld machine shall have sufficient memory to store a minimum of one week worth of transaction records (at least 10,000 records) apart from mandatory firmware etc. • The handheld should be able to store information for at least 100,000 blocked CPC.
❖	<ul style="list-style-type: none"> • The handheld shall have internal and external (SD Card) memory. • The external memory card shall back-up the internal memory for every 8 hours of operation and be capable to hold 168 hrs of transaction data.

❖	<p>Battery</p> <ul style="list-style-type: none"> • The handheld machines shall be designed to operate from an internal, battery source which can be charged and re-charged. • The handheld machine battery shall utilize “no memory” battery technology which is state-of-the-art, commercially available and common for use with such equipment. • The handheld shall operate continuously for minimum 8 (eight) hours without any disruption to the operations at any given instance during the shifts. The developer shall ensure that appropriate back-up arrangements are made for the handhelds to cover the entire operating shift without disrupting normal operations. • The battery shall be field replaceable without any loss of data, with field replacement time (from end of operation with previous battery to beginning of operation with new battery) not to exceed three minutes. • A specialized tool shall be provided to prevent unauthorized persons from removing the battery. • The battery shall be recharged to a full charge from a completely discharged state in less than four hours. • The handheld shall have a battery stand-by time of at least 5 days without the requirement of intermittent charging.
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Antivirus

❖	Antivirus shall be able to detect and block malicious software in real time, including viruses, worms, spyware, Trojan horses, adware, and Rootkit etc. It shall provide zero-day detection technology.
❖	Antivirus shall protect the system from multiple forms of anomalous network behavior that is designed to disrupt system availability and stability.
❖	Antivirus shall be able to identify infections by name, category, severity, hosts and user etc.
❖	Antivirus shall be able to report Bot incidents by specific malicious activity (spyware, IP scanning, spam etc.). The antivirus shall have built in intelligence and co-relation capability to inspect, detect and block active and dormant bots.

❖	Antivirus shall be able to block devices based on Windows Class ID. Devices shall include USB, Infrared, Bluetooth, Serial Port, Parallel Port, Fire Wire etc. Antivirus shall block or give permissions for such devices.
❖	Antivirus shall protect transmission of data being sent to hacker system who has spoofed their IP or MAC address.
❖	Antivirus shall scan email traffic including email client like Outlook.
❖	Antivirus shall include content filtering and data loss prevention.
❖	Antivirus shall have features to prevent peer to peer sharing, streaming media, games and other applications from internet.
❖	Antivirus shall have built in URL filtering.
❖	Antivirus shall provide standard and customized reports.
Firewall	
❖	Firewall shall have the capability for proactive network attack detection.
❖	Firewall shall prevent replay attack.
❖	Firewall shall have a unified access control with functionalities such as: <ul style="list-style-type: none"> • Brute force attack mitigation • SyN cookie protection • Zone based IP spoofing • Malformed packet protection
❖	Firewall shall have an Intrusion Prevention System (IPS) with following features: <ul style="list-style-type: none"> • Stateful Operation: <ul style="list-style-type: none"> ➢ IP Defragmentation ➢ Bi-directional Inspection ➢ Access Lists • Alerts and updates: <ul style="list-style-type: none"> ➢ Alerting SNMP ➢ Log File ➢ Syslog ➢ E-mail ➢ Daily and emergency updates • Security Maintenance: <ul style="list-style-type: none"> ➢ 24/7 Security Update Service ➢ Real-time and History reports of Bandwidth usage per policy

	<ul style="list-style-type: none"> ➤ Protocol anomaly detection ➤ IPS attack pattern obfuscation ➤ User role based policies ➤ User based application policy enforcement ➤ Provision for external bypass switch
❖	<p>Firewall shall have a file-based antivirus with following feature:</p> <ul style="list-style-type: none"> • Antispyware • Anti-adware • Anti-key logger • Anti-malware • Antivirus • Anti-spam • Scanning of HTTP, SMTP, IMAP, FTP protocols • Signature database • Integrated enhanced web filtering • Redirect web filtering

3.9.3. Online Web-based Portal and Mobile App:

The Online Web-based Portal and Mobile App are aimed at providing on-the-go access to various services and facilities available in LSCL. Both will serve as windows of information about Parking Infrastructure at LSCL and as a platform to deliver services online while providing an avenue to disseminate information on Parking facilities and present status to citizens.

3.9.4. Mobile App - Functional & Technical Requirements (To be linked with Lucknow Smart City website/portal):

Functional Requirements	Technical Requirements
i. All applications, content, data, and information related to the App and users should be securely hosted and saved in the Data Centre.	i. Shall be developed in an open platform
ii. Free to download and use for all citizens, guests and visitors.	ii. Should be scalable and technically adaptable to future enhancements
iii. Should be light, intuitive, easy to use, responsive, secure and easy to maintain.	iii. Should be published and released in all the major platforms including iOS, Android, Blackberry, Symbian and Windows.
iv. Compatible with and responsive to all leading smart phones on Wi-Fi, GSM and CDMA networks.	iv. Should support Unicode and be multilingual in at least English and Hindi
v. Should be Operating System (OS) independent and available on all	v. Should be easy to update as some data will be updated daily. Ability to collect data with high volume, velocity, and variety.
	vi. Should track GPS location of the user device.

<p>major OS platforms including iOS, Android, Windows, Symbian and Blackberry.</p> <p>vi. Development of the app to be undertaken on Open Platform, if new mobile OS is introduced in future.</p> <p>vii. As and when required, up gradation of the App, in line with the evolvement of mobile OS.</p> <p>viii. Appropriate tags should be built-in the introduction text and content of the Smart App and Portal so that they are displayed in the top search results.</p> <p>ix. Updation and management of information and content, including information related to Smart Parking initiatives, on the Mobile App throughout the concession period.</p>	<p>vii. Should provide accurate mapping and navigation services.</p> <p>viii. Collect data categorically without impacting citizen's privacy issues</p> <p>ix. live feed of parking lots and number of free spaces should be provided to app.</p> <p>x. App should confirm acceptance of payment and reserve/cancel the parking lots accordingly.</p> <p>xi. Shall be SSL (Secured Socket Layer) compliant.</p>
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3.9.5. Online Portal – Functional & Technical Requirements (To be linked with Lucknow Smart City website/portal):

Functional Requirements	Technical Requirements
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<ul style="list-style-type: none"> i. Create and manage up-to-date information and content, including information related to all Smart Parking initiatives, on the Online Web – based Portal throughout the project duration. ii. All applications, content, data, and information related to the Online Web- based Portal as well as its users should be securely hosted and saved in the Data Centre. iii. Should be light, intuitive, easy to use, responsive, modular, secure, and easy to maintain. iv. Should support customization of Look and feel to LSCL/LSCL’s requirements. v. Developer should ensure submission of security audit certificate and security audit reports for the developed portal and the audit has to be carried out by any one of the agencies listed at http://www.cert-in.org.in/ 	<ul style="list-style-type: none"> i. Should be based on Open Standards. ii. Should integrate with any other portal products through open standards such as HTML, XML, RSS, web services, and WSRP iii. Should support encryption and compression features iv. Shall be OS independent. It must run on Windows, UNIX, Apple and Linux operating systems. v. Site must be “responsively designed” to accommodate mobile users. This must include accommodations for slower, cellular internet connections vi. Portal must be secure in all the way and all the latest security implementations like https, xss, sql injection, etc should be implemented to avoid any hacking. vii. The new site must be designed for continuous operation, 24 hours a day, 7 days a week with maintenance window clearly defined.
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<ul style="list-style-type: none"> vi. Should be built on industry leading framework and support seamless integration with the backend systems, to easily retrieve and save data. vii. Portal must be Omni channel i.e. its design should be such that it can be viewed easily on laptops, tablets and mobiles. viii. Should be browser independent and work seamlessly on all leading browsers. ix. Should have workflow capabilities with regard to the content approval and publishing process. x. Provisions to track and generate web traffic reports for Portal administrators. 	<ul style="list-style-type: none"> viii. Shall be browser independent and responsive to run in the same manner on leading browsers like Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc. ix. Shall support Unicode and be multilingual in at least English and Hindi. x. Shall have provision for patches, hotfixes and bug fixing solutions. xi. Shall adhere to the best possible security standards in the industry. xii. Shall support broad range of standards as applicable xiii. Shall support minimum Web 2.0 capabilities xiv. Shall be SSL (Secured Socket Layer) compliant and the Developer has to provide appropriate SSL certificate before the portal is made available on public domain. xv. Shall adhere to W3CAG, GIGW, and G.O.I guidelines
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3.9.6. Mobile App and Web Portal – Required Features and Functionalities

All the requirements, features, and functionalities listed below, but not limited to, should be available by the Developer on both the app and the web portal.

a) Citizen registration

- i. One-time online registration to be done and stored in the data center.
- ii. Terms of service to be accepted by the user prior to log-in

b) Parking Guidance System

- i. Current GPS location determined.
- ii. User enters final destination.
- iii. 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 or any other method defined in the RFP.
- iv. Number of vacant parking slots in a particular parking on map should also be shown to user.
- v. User should be able to locate alternate route and parking lot after seeing the traffic

congestion either by Online Web-based Portal or third party portal.

- vi. Limit set on the advance time for online reservation of parking slot (24 hrs).
- vii. User can take monthly pass for indoor parking only.
- viii. Online cancellation for the spot should also be provided in case of online reservation.

c) Integration with Third Party Services and Apps:

- i. The Developer has to ensure that the App can integrate and interface with popular and established third party services and applications (private or public) that wish to integrate with Mobile App, upon approval from LSCL.
- ii. The App should integrate with and allow payments through the selected third part shared services for Payment Gateway and e-Wallet.
- iii. The App should have provisions to integrate with Emergency Response services.
- iv. The parking application should be integrated with the smart city/nagar nigam app in near future by the approval of Lucknow Smart City Limited.

d) Frequently Asked Questions (FAQs) and Contact Details of different offices of LSCL:

- i. The App should have a section detailing frequently Asked Questions (FAQs) related to Smart initiatives and their related responses.
- ii. The section should also provide contact information of Helpdesk Customer Service for parking problems, if any.

e) Settings:

- i. User should view version and details of the App
- ii. User should have the option to toggle between sending current GPS data to server or not.
- iii. User should have the option to select a specific button on their cell phone to set as SOS short-cut, when pressed and help continuously for a certain amount of time.
- iv. User should be able to toggle whether or not to send anonymous user data that can be helpful in fixing bugs or solving crashes.
- v. User should be able to select notification settings.
- vi. User should be able to select app notifications to be displayed on the home/locked screen.
- vii. User should have ability to enable/disable sound alerts

f) Feedback/Complaint/Suggestion:

- i. User should able to give their suggestions/feedback/complaint through the portal/app
- ii. User should Able to track their complaint status
- iii. Generation of reports on various types of complaints.

g) Officers Login

- i. User should be able to search the vehicle on real time basis.

h) Booking/Payment of Parking Lot

- i. Users should be able to book the ticket through the app.
- ii. Pre-booking of the vacant slot should also be made available for the citizens

3.9.7. Real-time Monitoring and Dynamic MIS Reporting:

- i. Parking Management System shall include central reporting system establishing the connection between the devices and sensors and the Central Control Center.
- ii. Solution shall include reporting dashboards with location specific thresholds to be set for generating customized reports
- iii. Shall be capable of monitoring the number of vehicles entering/ exiting the parking premises during any given time
- iv. Shall generate real time reports for each parking spot, in each of the parking lots capturing utilization, revenues, status of assets and personnel. These reports should be available in all standard acceptable formats like .csv,.pdf, .txt, .xlxs etc.
- v. Ensure analytics on the following thematic areas:
 - Enforcement – Daily report on violations
 - Peak parking demand on hourly basis at each parking lot;
 - Daily, weekly, monthly, quarterly and yearly average occupancy at each parking lot;
 - Average time of occupancy;
 - Revenue trends daily, weekly, monthly, quarterly and annual

3.9.8. IT Security:

Developer shall Undertake all measures for Cyber security, protection of information and 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 Private Operator shall detect, analysis and do mitigation of vulnerabilities and protect Central Control Centre including Data Centre from cyber-attacks throughout the Contract Period. The developer should have to include the latest gen firewall, IPS/IDS etc as safety measure to ensure the proper security of the data centre and all associated software's.

3.9.9. Parking Software Supply, Installation, and Testing & Commissioning of parking management system–Centralized Reporting & Management software with following features:

- i. Shift reports including Operator name, Shift number and Shift wise traffic & transaction details
- ii. Traffic Report both in summary and detailed formats
- iii. Transaction details, time wise, period wise and shift wise
- iv. Systems Reports including Gate Statistics, System Runtime, and System Reboot.
- v. Daily & Monthly Summaries
- vi. Other reports as per requirement of LSCL for efficient management.

3.9.10. Centralized Reporting & Management software: Supply, Installation, Testing & Commissioning of Parking revenue control / Billing & payment collection software:

- i. Automatic Fee Computation based on either Fixed or Hourly plans. Provision for different tariff plan for different parking lots.
- ii. Provision for user name and Passwords to restrict use to authorized persons only. Separate provisioning for Administrator and for General User
- iii. Flexibility of Housekeeping within the software, which shall include Re-indexing, Deleting, Backup & Restoration of Data
- iv. 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
- v. Unique Identity for each transaction shall be created
- vi. There shall be a provision to auto-capture images of cars at entry. Further there shall be a provision of storing such images with the unique identity, within the system and to recall the same at exit.
- vii. Provision for pre-booking of parking space with flexibility of different or same charges for pre-booking, provision for cancellation of pre-booking, some percentage of charges for previous hours before actual booking hours.

3.9.11. Software for implementation of PMS:

- i. Shall be implemented in the Integrated Industry Standard Open Platform to manage, monitor and control the Smart parking initiative.
- ii. Shall monitor and configure all devices with respect to parking (sensors, displays etc.)
- iii. Shall control the system functionality and enable remote monitoring from other computers.
- iv. Shall provide capability to create full report of exact location with respect to floors, areas, levels, etc. Shall be customizable and able to update the parking lot occupancy and entry/ exit of vehicles in real time.
- v. Shall provide real time status of all system components.
- vi. Shall report alarms/ notifications when devices are un-connected; in the case of any equipment failure, on-screen alarm is displayed/ notified at the central control centre.
- vii. Should issue notifications if a car is abandoned after the requisite period of time.
- viii. Shall provide full graphical plan information of the car park with exact locations.
- ix. Shall allow download of the information and configuration of fields for maintenance purpose.
- x. Shall have built in tools for third party integration to obtain real time information.
- xi. Shall provide access at user levels with passwords.
- xii. Shall have historic log for available spaces, period of time.
- xiii. The software should be able to handle manual overriding of available spaces, special parking requirements for reserved spaces and handicapped lots.

- xiv. Shall manage energy saving of the car parks according to car park occupation.
- xv. Shall reduce brightness of light indicators manually or automatically according to occupation.
- xvi. Shall monitor any CCTV camera with IP connection.
- xvii. Shall monitor electricity consumption, voltage, energy and harmonics.

3.9.12. Central Control Room/Helpdesk

- 1.1.1.1. The central control room/helpdesk will be the nodal point of availability of all online data and information related to smart sensors based Parking solution and connected to LSCL network of services. It shall consist of the following:
 - i. Centralized System with video wall for live monitoring.
 - ii. Equipment health monitoring and generates alerts.
 - iii. Centralized data storage and its management.
 - iv. Integration with Third Party Shared Services.
 - v. Online backup of all data in.
 - vi. Public Complaint Handling (non-working of app, portal, transaction failure etc.)
- 1.1.1.2. Central Control Centre shall be established with all hardware, software and network infrastructure including switches, firewall, routers, storage servers, application servers, video-wall and other necessary equipment. The same shall be operated & maintained by the Developer throughout the concession period.

3.9.13. CCTV Based Surveillance solution for all Parking lots:

CCTV based surveillance solution enable LSCL to plan events, monitoring of Infrastructure, encroachments etc. It helps in enforcement of law, monitoring of public areas, analyse patterns, and track incidents enabling quicker response and other following attributes:

- Help for more effective operations
- Quicker response to incidents
- Increased situational awareness
- Increased attractiveness to businesses and workers
- Improved planning and resource allocation
- Improved communications about incidents

CCTV based Surveillance Cameras should cover areas of all parking lots given in RFP document. CCTV feed for 30 days will be kept in a local server in individual parking lots or combination of two or more parking lots. FTTH, MPLS based network with suitable bandwidth shall be provided at each parking lots to view the online CCTV footage from the central control room. Applicants will be responsible for design and engineering of all the network components for the live CCTV feed and analytics to the central control centre, to meet functional requirement of project with suitable software interface both at back end and front end and facility for storage of Camera feed up to 30 days. Number of cameras to be

installed shall be as per site requirement so that complete area of all parking lots shall be covered by these CCTV cameras and all parking slots shall be separately identifiable through these CCTV cameras. Additionally one lane all-around parking lot beyond parking area shall also be covered so that unauthorized parking near parking lot can be identified.

3.9.14. Two Wheelers parking:

Camera-sensor based identification can also be proposed for two wheeler parking in the mentioned parking locations the camera having features for identification of two wheelers will be installed by the Developer. The online Updation shall be available at the central server, CCC of LSCL and Mobile App.

- i. Camera based parking occupancy detection system with capability of outdoor and indoor based two wheeler occupancy detection.
- ii. Shall provide reliable detection within 20 seconds of two wheeler parking/ un-parking event occurrence.
- iii. Shall support all weather operations – day/ night/ rain/ fog with reliable detection better than 80% (clear weather 90% reliability).
- iv. Shall be connected online with central control centre.

3.10. Training & Capacity Building:

3.10.1. Training & Capacity Building –Scope of Work

The purpose of this section is to define the scope of work for training and capacity building to be implemented at various levels namely:

- a) Employees of Smart cities
- b) Municipal Corporations' employees of Lucknow City
- c) The developer's scope of work also includes preparing the necessary documentation and aids required for successful delivery of such trainings.
- d) The details provided in this section are indicative and due to the complex nature of the project the number of training sessions may increase. Over and above the team considered for performing the training as detailed in subsequent sections,
- e) Developer will develop a training and capacity building strategy that will also include a detailed plan of implementation.
- f) Developer will get the Training and capacity building strategy including training material finalized with City SPV before starting the training programs.

- g) Developer will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders.

3.11. Maintain and Handover System Documentation

3.11.1. Maintain and Handover System Documentation to the LSCL: Developer shall maintain at least the following minimum documents with respect to the Smart Parking Management System:

- i. High level/ Low Level design of whole system
- ii. System requirements Specifications (SRS)
- iii. Any other explanatory notes about system
- iv. Traceability matrix
- v. Compilation environment

Developer shall also ensure Updation of documentation of software system ensuring that:

- i. Source code is documented and provided to LSCL/LSCL
- ii. Functional specifications are documented
- iii. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards
- iv. User manuals and training manuals are updated to reflect on-going changes/enhancements

4. INSTRUCTIONS TO THE APPLICANTS

This section includes all the important information related to RFP document required to bid for this project.

A. GENERAL

4.1. General Information and Guidelines

- 4.1.1. LSCL invites bids to this Request for Proposal (“RFP document”) from eligible Applicants as per the scope of work defined in this RFP document. RFP document means this RFP document, Developer Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.
- 4.1.2. Any contract that may result from this bidding process will be effective from the date of Signing of the Concession Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of five years from the date of handing over of the parking lots. The five years concession period consists of ‘Implementation Period’ of three months and ‘Operation & Maintenance Period’ of four years (4) years and nine (9) months of existing and proposed solution under this RFP.
- 4.1.3. The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the LSCL nor confer any right on the Applicants, and the LSCL shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 4.1.4. Applicants may carry out Project Site visits/ inspections/ testing at their own cost.
- 4.1.5. Applicant / Developer has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 4.1.6. All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by LSCL on the basis of this RFP document.
- 4.1.7. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Concession Agreement has been executed by or on behalf of LSCL. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by LSCL shall not give rise to any enforceable rights by the Applicant. LSCL may cancel this

public procurement at any time prior to a formal written Concession Agreement being executed by or on behalf of LSCL.

- 4.1.8. This RFP document supersedes and replaces any previous public documentation and communication. Applicants should place no reliance on such communications.
- 4.1.9. The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.10. The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.1,00,000/-(Rupees One Lakh only) in accordance with the provisions of this RFP document. The Applicant has to deposit the EMD online only at <http://www.tenderwizard.com/LSCL>
- 4.1.11. No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case maybe.
- 4.1.12. The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- 4.1.13. The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.
- 4.1.14. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.
- 4.1.15. If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Developer shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 4.1.16. The Developer shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.
- 4.1.17. The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.
- 4.1.18. Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance

stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule.

4.1.19. The Developer shall be responsible for the operations and maintenance as per the terms set out in the RFP document.

4.1.20. If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project; such changes shall be carried out without any cost. The quantities of hardware and software items as mentioned in this RFP document are indicative.

4.1.21. An Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the LSCL or LSCL in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Applicant or Developer, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Concession Agreement and without prejudice to any other right or remedy of the LSCL or LSCL, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the LSCL or LSCL may have thereunder or otherwise, the Letter of Acceptance or the Concession Agreement, as the case may be, shall be liable to be terminated without the LSCL or LSCL being liable in any manner whatsoever to the Preferred Applicant or Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

4.2. Change in Ownership

4.2.1. By submitting the Bid, the Applicant acknowledges that the 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 LSCL. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. Consortium member whose experience shall be counted will hold

equity share capital representing not less than 26% (twenty six per cent) of the paid-up equity of the Consortium. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Concession Agreement, be deemed to be a breach of the RFP document / Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

4.2.2. By submitting the Bid, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate who's Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Applicant shall be deemed to have knowledge of the same and shall be required to inform the LSCL forthwith along with all relevant particulars about the same and the LSCL may, in its sole discretion, disqualify the Applicant or withdraw the letter of agreement from the Selected Applicant, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the LSCL being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the LSCL or LSCL shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the LSCL or LSCL under the RFP document and/ or the Concession Agreement or otherwise.

4.3. Cost of Bidding

The Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The LSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.4. Site visit and verification of information

4.4.1. Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

4.4.2. It shall be deemed that by submitting a Bid, the Applicant has:

- i. made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- ii. received all relevant information requested from the LSCL;
- iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a. existing facilities and structures;
 - b. conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
 - c. conditions affecting transportation, access, disposal, handling and storage of materials;
 - d. all other matters that might affect the Applicant's performance under this RFP document;
 - e. accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the LSCL relating to any of the matters referred to in this RFP document;
 - f. satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;
- iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the LSCL or LSCL, or a ground for termination of the Concession Agreement by the Developer;
- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertakings provided by it under and in terms hereof.

4.4.3. LSCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document or the Bidding Process, including any error or mistake herein or in any information or data given by the LSCL.

4.5. Verification and Disqualification

4.5.1. The LSCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP document and the Applicant shall, when so required by the LSCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the LSCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the LSCL there under.

4.5.2. The LSCL reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Applicant does not provide, within the time specified by the LSCL, the supplemental information sought by the LSCL for evaluation of the Bid, or
- c) any act or omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 8.8).

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Applicant gets disqualified / rejected, then the LSCL reserves the right to take any such measure as may be deemed fit in the sole discretion of the LSCL, including annulment of the Bidding Process.

4.5.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the LSCL, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the Letter of Acceptance or entering into of the Concession Agreement, and if the Preferred Applicant has already been issued the Letter of Acceptance or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the LSCL to the Preferred Applicant or the Developer, as the case may be, without the LSCL being liable in any manner whatsoever to the Preferred Applicant or Developer. In such an event, the LSCL or LSCL shall be entitled

to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the LSCL / LSCL under the RFP document and/ or the Concession Agreement, or otherwise.

B. DOCUMENT

4.6. Contents of the RFP Document

4.6.1. This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.9.

Invitation for Bids

- Section 1. Invitation for Proposal
- Section 2. Project Overview
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Applicants
- Section 5. Evaluation of Bids
- Section 6. Appointment of Developer
- Section 7. Miscellaneous
- Section 8. Punitive Clause
- Section 9. Force Majeure
- Section 10. Event of Default and Termination
- Section 11. Dispute Resolution
- Section 12. Liquidated Damages
- Section 13. Exit Management Schedule
- Section 15. Detailed Project Scope
- Section 16. Bill of Material

Annexures:

- 1. Location of Parking Facility
- 2. Locations map of each parking lots.
- 3. Applicable Parking rates
- 4. Letter format for Concession Fees
- 5. Letter comprising the application for Bid submission.
- 6. Format for Bank Guarantee
- 7. Power of Attorney for Lead Member of Consortium
- 8. Joint Bidding Agreement
- 9. **Financial bid Estimation**
- 10. Power of attorney for signing of Application
- 11. Statement of legal Capacity

4.7. Clarifications

4.7.1. Applicants requiring any clarification on the RFP document may notify the LSCL by e-mail and should send in their queries so as to reach the officer designated in Clause 1.2 by the date specified in Clause 1.8 (Key Events and Dates). LSCL shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The LSCL will upload clarifications, if any, on its website (www.tenderwizard.com/LSCL). The communication shall clearly bear the following identification/title:

“Queries/Request for Additional Information: RFP for Smart Parking Project”

Email: lkosmartcity@gmail.com

4.7.2. The LSCL shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the LSCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the LSCL to respond to any question or to provide any clarification.

4.7.3. The LSCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through its website. All clarifications and interpretations issued by the LSCL shall be deemed to be part of the RFP document. Verbal clarifications and information given by LSCL or its employees or representatives shall not in any way or manner be binding on the LSCL.

4.8. Modification in the RFP Document

4.8.1. At any time prior to the Bid Due Date, the LSCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum.

4.8.2. Any Addendum / clarification issued hereunder will be in writing and will be published on the LSCL's website www.LSCL.up.nic.in and at www.tenderwizard.com/LSCL to make it accessible to all Applicants, and shall be deemed to be a part of this RFP document.

4.8.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the LSCL may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

4.9. Format and Signing of Bid

4.9.1. The Applicant shall provide all the information sought under this RFP document.

The LSCL will evaluate only those Bids that are received in the required formats and complete in all respects.

4.9.2. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.9.3. It is expected that Applicants have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

4.10. Sealing and Marking of Bids

4.10.1. A three envelope/cover system shall be followed for the bid. The Applicant shall submit the Bid and seal it in the following two envelopes:

a) Envelope A:

(i) Eligibility Criteria including the following:

- i. Power of Attorney for signing of Bid,
- ii. Authority Letter after the Resolution passed by the board of directors.
- iii. If applicable, the Power of Attorney for Lead Member of Consortium in the format of Annexure-7; and
- iv. A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.

b) Envelope B: Technical Bid.

The Bid shall include the following documents: -

Envelope A		
Sl.	Documents	Document Format
1	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope B		
1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed. This Envelope should also mandatorily include un-priced Bill-of-Material (BOM).

4.10.2. The two envelopes specified in Clauses 4.10.1 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Bid for the Smart Parking Project at Lucknow”

and shall clearly indicate the name and address of the Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

4.10.3. Each of the envelopes shall be addressed to the officer designated in Clause 1.2.

4.10.4. If the envelopes are not sealed and marked as instructed above, the LSCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Applicant.

4.10.5. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.10.6. All the documents of envelope A and B shall also be submitted online at <http://www.tenderwizard.com/LSCL>.

4.11. Bid Due Date

4.11.1. Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.7 in the manner and form as detailed in 4.10 of this RFP document.

4.11.2. The LSCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.8 uniformly accessible for all Applicants.

4.12. Late Bids

Bids received by the LSCL after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected.

4.13. Contents of the Bid

4.13.1. Generally, the Project will be awarded to the Preferred Applicant.

4.13.2. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

4.13.3. The proposed Concession Agreement shall be deemed to be part of the Bid.

4.14. Modifications/ Substitution/ Withdrawal of Bids

4.14.1. The Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the LSCL prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.

4.14.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.10, with the envelopes being

additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

4.14.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the LSCL, shall be disregarded.

4.15. Opening of Bids

4.15.1. The LSCL shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified in Clause 1.8, online and in the presence of the Applicants who choose to attend.

4.15.2. The representatives of the Applicants should carry the identity card or a letter of authority from the Applicant to identify their bonafides for attending the Technical Bid opening.

4.15.3. The LSCL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

4.15.4. To facilitate evaluation of Bids, the LSCL may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

4.15.5. The technical evaluation of only those Applicants will be done who will found eligible in terms of Clause 5.2.

4.15.6. LSCL shall invite the Technically Qualified Applicants as declared in terms of clause 5.3.9.3 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by LSCL separately and individually to such Technically Qualified Applicants.

4.16. Rejection of Bids

4.16.1. Notwithstanding anything contained in this RFP document, the LSCL reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the LSCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants to submit fresh Bids hereunder.

4.16.2. The LSCL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.17. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Applicants and the LSCL.

4.18. Confidentiality

- 4.18.1. Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the LSCL in relation to, or matters arising out of, or concerning the Bidding Process. The LSCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The LSCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the LSCL or as may be required by law or in connection with any legal process.
- 4.18.2. The LSCL may allow the Developer to review and utilize highly confidential public records and the Developer shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 4.18.3. The Developer shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 4.18.4. The LSCL or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Developer regarding any forbidden disclosure.
- 4.18.5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- (i) information already available in the public domain;
 - (ii) information which has been developed independently by the Applicant / Developer not affecting any interest of the LSCL;
 - (iii) information which has been received from a third party who had the right to disclose the aforesaid information;
 - (iv) Information which has been disclosed to the public pursuant to a court order.

4.18.6. To the extent the Developer shares its confidential or proprietary information with LSCL for effective performance of the services; the provisions of the Clause 4.18.2 to 4.18.4 shall apply mutatis-mutandis on the LSCL.

4.19. Correspondence with the Applicant

Save and except as provided in this RFP document, the LSCL shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Bid.

4.20. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the LSCL makes official intimation of award through issuance of Letter to Acceptance to the Preferred Bidder/ rejection to the Applicants. While the Bids are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP document, from contacting by any means, the LSCL and/ or their employees/ representatives on matters related to the Bids under consideration.

4.21. Deviation Statement

Applicants may note that LSCL will not entertain any deviations to the RFP document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the RFP document with all its contents.

4.22. Bid Submission Format

The Applicant should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. LSCL will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Applicant.

D. Earnest Money Deposit (EMD)

4.23. Earnest Money Deposit (EMD)

- 4.23.1. The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.100000/- (Rs. One Lakh only) online only at <http://www.tenderwizard.com/LSCL>.
- 4.23.2. The LSCL shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- 4.23.3. The Earnest Money Deposit of unsuccessful Applicants will be returned by the LSCL, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the LSCL.
- 4.23.4. The Preferred Applicant's EMD will be returned, without any interest, upon the Developer signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.
- 4.23.5. The LSCL shall be entitled to forfeit and appropriate the EMD as Damages inter-alia in any of the events specified in Clause 4.23.7 herein below. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the LSCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.
- 4.23.6. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the LSCL under the RFP document and/ or under the Concession Agreement, or otherwise, if-
- (a) an Applicant submits a non-responsive Bid;
 - (b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 7** of this RFP document;
 - (c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the LSCL;
 - (d) the Preferred Applicant fails within the specified time limit –
 - (i) to sign and return the duplicate copy of Letter of Agreement; or
 - (ii) to sign the Concession Agreement; or to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

In such an event, the decision of the LSCL regarding forfeiture of the EMD shall be final and binding upon Applicants.

4.23.7. Applicants should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Applicants will be refunded through RTGS/ NEFT mode. Applicants should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

4.23.8. In case of forfeiture of EMD as prescribed in as above, the Applicant shall not be allowed to participate in the rebidding process of the same project.

E. Pre-Bid Meeting

4.24. Pre-Bid Meeting

4.24.1. Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.7 at a time and place specified by the LSCL

4.24.2. Only those persons who have purchased this RFP document shall be allowed to participate in the pre-bid conference.

4.24.3. A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.

4.24.4. During the course of Pre-Bid Conference(s), the Applicants may seek clarifications and make suggestions for consideration of the LSCL.

4.24.5. The LSCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.24.6. All enquiries from the Applicants relating to this RFP document must be submitted to LSCL before the deadline mentioned in RFP document (Key Events and Dates –Clause1.7).

[These queries should be emailed to lkosmartcity@gmail.com](mailto:lkosmartcity@gmail.com)

F. Administrative Guidelines

4.25. Administrative Guidelines

This section describes the administrative guidelines, policies and procedures to be followed by the Developer while undertaking operational activities. **Administrative Guidelines** is particular about safeguarding the aesthetics and regulatory norms of LSCL and expects the Developer to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance,

vandalism, damage to public property, misuse of public amenities, misuse of public space and other key LSCL requirements. The Developer is responsible for adhering to the following administrative guidelines:

- (i) (LSCL reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
- (ii) Any civil and architectural work or structural changes required while implementation should go through proper approvals from LSCL. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by LSCL. The Developer is responsible for incorporating the amendments proposed by the LSCL, and submit the revised plan for approval to LSCL. All civil and architectural changes are to be implemented by the Developer only after the plans are approved by LSCL.
- (iii) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Developer. LSCL will extend assistance in getting the requisite permission from statutory bodies in this regard.
- (iv) LSCL will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, software and licenses etc.
- (v) The Developer shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- (vi) The Developer shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Developer will perform necessary restoration at its own cost.
- (vii) The work of Developer shall be subject to inspection at various stages. The Developer shall abide and follow all Safety and Security Regulations and practices at all times. The Developer should not use any sub-standard products at any point of time.
- (viii) The Developer would also be required to maintain a centralized Helpdesk monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, LSCL and public in general or through mobile app or web portal.
- (ix) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document. The Developer shall ensure that the products procured are of the OEM proposed in the bid. The material shall be checked/validated/audited through agency identified by LSCL, along with Quality tests before dispatching to site or thereafter. The Developer is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to LSCL before installation.

Deviation Clause:

- (x) During the concession period, LSCL has the right to increase or decrease number of any parking lot from the scope of work. In that case the minimum concession fee will be increased or decreased in proportionate amount in proportion to the increase/decrease of parking area.

G. Operation and Maintenance (O&M) Guidelines

4.26. Operation and Maintenance (O&M) Guidelines

The Developer shall follow the following Operation and Maintenance guidelines:

- (i) The Developer has to adhere to the operation and maintenance policies and procedures, as directed by LSCL, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance parking enforcements and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the key this project operational characteristics.
- (ii) Developer will be responsible to deploy on-field and off-field (but on-site at LSCL) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of five years. The Developer has to manage all parking lots and collect revenue.
- (iii) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, CCTVs, LED signage, parking sensors and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of five years from the date of signing of concession agreement and handing over of Parking lots to the Developer. The Developer shall provide comprehensive on-site warranty for all the hardware items and peripherals, on field throughout the concession period.
- (iv) The Developer shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
- (v) The team shall be also be responsible for regular monitoring of all the equipment,

proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.

- (vi) The team shall be required to take regular backup of the application data as per the frequency defined by LSCL. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Developer.
- (vii) The Developer shall ensure that the team has appropriate skill- sets for managing data centre, networking, and hardware and application software tools.
- (viii) The Developer shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/Developer are referred, referenced, reviewed and maintained up-to-date at all times.
- (ix) All patches and updates to any software and hardware devices shall be provided by the Developer without any additional costs throughout the tenure of the Concession Agreement.
- (x) LSCL reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.
- (xi) After completing life of equipment, the Developer has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- (xii) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

H. Passive Cabling Guidelines

4.27. Passive Cabling Guidelines

- 4.27.1. On requirements the developer is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling should be governed by a set of standards that specify wiring data centers, offices, and other buildings for data or voice communications, using fibre cables, category 5 (CAT 5E), category 6 (CAT 6), category 6A (CAT 6A) and modular sockets will be used as per requirement of data transfer. All material used shall be conforming to relevant standard as per ISO. The Developer should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Developer should ensure that the cable layouts are neat and distinguishable.

4.28. General Terms & Conditions:

- a) The parking lots are allotted on 'as is where is' basis and the Developer agrees not to raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.
- b) The Developer agrees that no rebate whatsoever shall be admissible for the parking lots for national functions, temporary official functions of the LSCL/Government/Authorities or any entity duly authorized & permitted by the LSCL to hold any function at the parking place.
- c) The license fee shall commence from the date of handing over of parking lots. The Developer shall at no time raise any dispute regarding the date of commencement of license fee and nor it shall be entertained for any reason whatsoever by the LSCL. In case the Developer defaults in the payment of Developer fee for three months this agreement shall be liable for automatic termination and forfeiture of security deposit. The Developer shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and LSCL shall not entertain any claim (s) in this regard.
- d) The parties agree that the Developer shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Applicant within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the LSCL to deal with the said parking lot as it deems fit and proper.
- e) The Developer shall not be eligible for any rebate, refund or modification whatsoever to the Developer's financial commitments/obligations to the LSCL for whatever reason. However if the available ECS of the parking lot is affected due to execution of any civil/excavation work by any governmental authority for more than seven days, the Developer shall submit his report within 7 days of the date of occurrence of the hindrance supported with photograph and verified by an officer duly authorized in this behalf by LSCL. The proportionate rebate of intervening period from the date of receipt of notice from Developer upto the hindrance period verified by the concerned department shall be worked out and will be adjusted accordingly against the minimum concession fee payable on pro-rata rate by the Developer for future period, however, till receipt and acceptance of report the Developer shall continue to pay the original minimum guaranteed license fee as fixed at the time of allotment and percentage revenue share whichever is more. After completion of the work, a similar report shall also be submitted to determine the actual period of hindrance.

- f) The Developer shall not cause any interference/hindrance to any activity of the Corporation or any government authority at the parking site in regards to the laying of pipe/conduit/cable etc. and the Developer get the affected area redone at his own expense in an expedient manner as is expected of a prudent person.
- g) The Developer shall conform to the Corporation's pattern for parking of cars/two wheelers including inlet and exit for and the Developer shall be bound to park the vehicles according to that said pattern and that in no case shall the Developer allow washing of the cars/two wheelers/servicing/repairing etc. in the parking lot/area and that the Developer shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection.
- h) The Developer will have to operate & supervise the operation and maintenance of the parking lot as per time schedule for the entire concession period and the Developer agrees further to realize the parking fees as per Schedule appended to this Agreement at the rates prescribed therein.
- i) The Developer shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the vehicle(s) parked at the parking lot and the Developer shall also be responsible liable for any damages/losses suits arising out of such an incident. That the Corporation shall not be liable or responsible for any omissions or commissions by the Developer and/or its staff or any third party and the Developer shall indemnify the Corporation for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Developer.
- j) The Developer shall manage the parking through his employees, but shall not be allowed to sublet the parking site to any other person. The contract shall be liable to be determined with immediate effect it is noticed by the LSCL that in violation of the clause, he has allowed any other person other than his employee, to run the parking lot. A penalty as provided under Penalty clause shall be imposed and if violation continues the Corporation reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.
- k) The Developer shall only employ uniformed Parking Attendants at parking site only after getting their police verification done. The Developer shall keep the Corporation informed of the particulars of the Attendants deployed by him at the parking site from time to time. The Developer shall ensure that all the Parking Attendants wear uniforms (as decided by LSCL) with Badges displaying their names.
- l) The Developer shall not store any articles or allow any vendor or encroachment at the parking sites. He shall also not be allowed to erect any structure at the parking site, temporary or permanent. In case such structure has

been erected by the Developer, he shall be liable for prosecution. Such structure, if erected by the Developer in an unauthorized manner, shall be removed / demolished at the risk and cost of the Developer by the LSCL. The Developer shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at parking site, the same will be removed without any notice with an imposition of a penalty as per Penalty clause.

- m) It is a condition of this agreement that the land of the parking site shall always remain the unhindered & exclusive property of the LSCL and the Developer shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- n) LOST PROFITS/CONSEQUENTIAL DAMAGES: In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

4.29. OWNERSHIP

LSCL shall have an absolute & exclusive right/title/interest in the parking lot/area used by the Developer for parking facilities and in no way shall the user of such property for parking purposes imply of granting any title or ownership to the Developer.

1.1.1. MISCELLANEOUS PROVISIONS

INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a. Words Importing persons or parties shall include firms and LSCLs and any organization having legal capacity;
- b. Words importing the singular shall include the plural and vice versa where the context so requires;
- c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. Reference to any gender includes a reference to all other genders;
- e. References to the words "include" or "including" shall be construed without limitation;
- f. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other deed agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

5. EVALUATION OF BIDS

5.1. BID EVALUATION COMMITTEE

- 5.1.1. LSCL will constitute a Bid Evaluation Committee to evaluate the bids.
- 5.1.2. The Bid Evaluation Committee, LSCL may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/citations claimed by the Applicant in the bid.
- 5.1.3. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. LSCL reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.
- 5.1.4. Technical marking of the bids will be done as per criteria defined in Clause 5.3.2.
- 5.1.5. All the bidders scoring 70% marks in the Technical bid will be declared as technically qualified for opening of their financial bids.

5.2. Tests of responsiveness

- 5.2.1. Prior to evaluation of Bids, the LSCL 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.
 - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.11;
 - c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.9 and 4.10;
 - d) it is accompanied by the Power(s) of Attorney, if applicable;
 - e) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
 - f) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
 - g) it does comply with all the Technical specifications and General Terms and conditions;
 - h) it does not contain any condition or qualification;
 - i) the Applicant has submitted all additional information or clarification as sought by LSCL within the prescribed period;
 - j) and it is not non-responsive in terms thereof.
- 5.2.2. The LSCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the LSCL in respect of such Bid. Provided, however, that the LSCL may, in its discretion, allow

the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/ 2013 are allowed. In case of consortium, the lead member shall be a Legal entity duly registered under the Companies Act 1956/ 2013.	a) Certificates of incorporation; b) Registration Certificates; c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp
2	General Requirement	Applicant/ consortium should be in operation for a period of at least 3 years in India, prior to the last date of bid submission. Lead member shall have highest equity share-holding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the	Self-certified copy of documents to establish the General requirement conditions to be enclosed.

3	Turnover	The Applicant or consortium shall have an average annual turnover of at least INR 1.00 crores in last 3 Financial Year (2014-15, 2015-16, 2016-17) from	<p>a) Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and</p> <p>b) Audited financial statements for the last three financial years (FY2014-15, 2015-16 and 2016-17). In case the financial statement for 2016-17 is not audited then the same will be duly certified by the Chartered Accountant.</p>
4	Experience	<p>The Applicant or lead member (in case of consortium) shall have experience of minimum 3 years :</p> <p>(i) management/ operation of Parking; or</p> <p>(ii) Parking integration system; or</p> <p>(iii) management/ operation of automated Toll Management System.</p>	Certified copy of work order/ contract

5	Net-worth	Sole Applicant or consortium shall have positive net worth as per the audited financial statement of the financial year (2016- 17).	Certificate from the Statutory Auditor on net worth details over the financial year (2014-15).
6	Profit After Tax (PAT)	The Applicant or consortium shall not have booked losses in last 3 Financial Year (2014-15, 2015-16, 2016-17) (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).	Certificate from the Statutory Auditor on PAT details over the financial year (2014-15).
7	Registration under Tax Labour Laws Electrical Laws, etc.	The Applicant or consortium should have a registered number of: (a) VAT/Sales Tax where his business is located; (b) Service Tax; (c) Income Tax PAN; (d) ESI & EPF registration as per Labour Laws.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Service Tax, ESI & EPF registration than the Applicant has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.

8	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ LSCL, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium.
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5.2.3. Consortium as mentioned in clause 5.2.3 above shall be subject to the condition mentioned below in clauses 5.2.6 and 5.2.7.

5.2.4. The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.

Consortium

5.2.5. Where the Applicant is a consortium, lead member alongwith other members of the consortium shall execute the Concession Agreement and implement the Project. 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 LSCL. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and 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:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have highest equity shareholding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the paid up equity of the Consortium. The

- nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-7, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
 - (v) 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;
 - (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
 - (vii) commit to the profit and loss sharing ratio of each member; commit to the scope of work, rights, obligations and 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,
 - (viii) 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
 - (ix) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-8 (the "Joint Bidding Agreement"), for the purpose of making the Application and 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:
 - (a) 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;
 - (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
 - (c) 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
 - (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly

indemnify the LSCL against any losses or third party claims arising due to the sub- contractor/consortium's default

- (e) that the proposed roles and responsibilities, if any, of each member;
- (f) the minimum equity stake commitment, to be held by each member;
- (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the Consortium.
- (h) that members of the Consortium shall not dilute their equity stake in the Consortium throughout the concession period.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (x) except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the LSCL;
- (xi) in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

5.2.6. Change in composition of the Consortium

- Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the LSCL during the Bid Stage, only where:
 - (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.
- Approval for change in the composition of a Consortium shall be at the sole discretion of the LSCL and must be approved by the LSCL in writing. The Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
- The modified / reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.
- The option of change in composition of the Consortium which is available under Clause 5.2.7.1 may be exercised by any Applicant who is either a

Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project.

- An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) as provided in Clause 8.14 that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the LSCL shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the LSCL or LSCL and not by way of penalty for, inter alia, the time, cost and effort of the LSCL or LSCL, including consideration of such Applicant’s proposal, without prejudice to any other right or remedy that may be available to the LSCL or LSCL under the RFP Document and/ or the Concession Agreement or otherwise.

5.2.7. The Applicant shall promptly inform the LSCL or LSCL of any change in the status of the Applicant with reference to any of the eligibility criteria as specified in clause 5.2.3 to 5.2.5, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

5.2.8. Only those Applicants who meet the eligibility criteria specified in Clauses 5.2.3 and 5.2.5 shall qualify for technical evaluation under Clause 5.3. Applications of firms/consortia who do not meet these criteria shall be rejected.

5.3. Technical Evaluation (Envelope B)

5.3.1. Applicants, who will found eligible in terms of Clause 5.2 above, would be considered for technical evaluation.

5.3.2. Criteria for Technical Evaluation

S. No.	Criteria	Technical Evaluation Parameter	Maximum Marks
1	Financial Capability	<p>Average Annual turnover of Applicant/ Lead Member (in case of consortium) from last three financial years (FY 2014-15, 2015-2016, 2016-2017) from (i) management/operation of Parking; or (ii) Parking integration system; or (iii) management/ operation of automated Toll Management System.</p> <p>(i) Average annual turnover of Rs. 1Cr.: 12 marks (ii) Average annual turnover of Rs. 5Cr. and above: 20marks (iii) Marks will be assign on pro-rata basis for Average Annual Turnover in between Rs. 1 Cr. to Rs.5 Cr.</p>	20
2	Experience of Managing/Operating Parking slots	<p>The Applicant or its consortium members(if any) should have following past experience during the last 7 years ending the date of call of RFP :</p>	80

		<p>a) Experience of Managing/Operating Parking slots of at least 500 ECS</p>	<p>The Applicant or its any consortium member (confirming to clause 5.2.7) should have completed operation & management/or currently operating and managing parking lots having at least 500 ECS (considering all parking lots with the company) for a time period of minimum 2 years: during last 7 years: 20 marks</p> <p>For Operation & Management of each additional 100 ECS for minimum 2 years: 2 marks subject to maximum of 10 marks.</p>	30	
		<p>b) Experience of Design, Supply, Installation, Commissioning and operation of Smart Parking Guidance & Management System which comprises of Sensor based parking, Parking Management Software, Parking Guidance System during last 7 years.</p>	<p>The applicant solely or any of it's consortium members confirming to clause 5.2.7 should have completed similar projects ¹ for parking projects having 500 ECS: 25 marks</p> <p>For each additional 100 ECS for minimum 2 years: 2 marks subject to maximum of 10 marks.</p>	35	

		(c) Experience: mobile app/portal for parking management and booking	The applicant or its any consortium members (conforming to clause 5.2.7) should have developed mobile app/web portal which is in use for at least 6 months for smart parking showing real time availability of parking slots, online payment options, options for pre-booking of parking slots during last seven years ending the date of call of RFP.	15	
Total Marks				100	

¹Similar projects means Design, Supply, Installation and Commissioning of Smart Parking Management System which comprises of Sensor based parking, Parking Management Software, automated Parking Fee Collection, Parking Guidance System.

*Parking Project to be eligible for evaluation should be minimum 100 ECS.

Note: Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of clause 5.3.2 should be enclosed. Self-certification shall be submitted by the Applicant for works executed for internal purposes. LSCL can verify such submissions / work orders / client certificates submitted by the Applicant through any means, including site visits.

5.3.3. The Technical Evaluation of Applicant’s proposals (Envelope B) shall be based on:

- (i) Technical Proposal Evaluation;

5.3.4. Technical Scoring and Evaluation

5.3.4.1. For the purpose of arriving at Technical Score, the bid shall be evaluated against the Technical Parameters, with respective weightage, as given in RFP document.

5.3.4.2. The Total Technical Score will be calculated out of 100 Marks. The Applicant has to score the following minimum Qualifying Marks to qualify in the Technical Evaluation Criteria:

- 60% marks in individual Technical Evaluation Criteria; and
- 70% marks out of total 100 Marks of Technical Evaluation criteria.

5.3.4.3. 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.

5.4. FINANCIAL BID:

5.4.1. Submission of Financial Bids:

5.4.1.1. The Applicant shall quote the percentage of revenue earned to give to LSCL as concession fee throughout the concession period of five (5) years from the date of signing of concession agreement and handing over of the parking lots, as per the format given in the RFP document (Annexure-5) subject to minimum concession for the project as **INR 40,00,000 (Rupees Forty Lakhs only) per annum, payable monthly.**

5.4.1.2. The information regarding cost of equipment, cost of installations, manpower costs and O&M including parking management costs throughout the concession period should be provided as per the format given in the RFP document (Annexure-09).

Any bid which does not conform to the formats prescribed above in clause 5.4.1.1 and 5.4.1.2 will be disqualified.

5.4.2. The Developer shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including customs duties if any, and the Concession Fee shall not be adjusted for such costs.

5.4.3. The Applicant shall enclose the probable means of Financing Arrangement for the Project.

5.5. Financial Evaluation

5.5.1. The Financial Bids of Technically Qualified Applicants will be opened on date, time and place as communicated to the Applicant by the LSCL in writing in the presence of Applicants who choose to attend.

5.5.2. The Financial Bids shall be evaluated on the basis of the monthly concession fee quoted by the Developer in terms of % age sharing to LSCL as per clause 5.4.1 above.

5.5.3. The Applicant whose Financial Bid has the highest quoted monthly concession fee “percentage of revenue” to be payable to the LSCL for the Project (“H1 Applicant”) shall be the best preferred applicant.

5.6. Evaluation for Preferred Applicant

5.6.1. The Applicant whose Financial Bid has the highest quoted monthly concession fee as “percentage of revenue” to be payable to the LSCL for the Project (“H1 Applicant”) shall be the best preferred applicant.

5.6.2. In the event that two or more Applicants secure exactly the same Concession fee in respect of the Project, then the Preferred Applicant will be selected in the following manner:

- a) The Applicant whose Technical Score is highest for the Project among such Applicants having same Concession fee will be declared as Preferred Applicant;
- b) In case, Applicants having same Concession fee also have same Technical Score, then the Applicant having more financial net worth at the end of financial year 2016-17 will be declared as Preferred Applicant.

If none of the above resolves the tie, a simple draw method will be used for tie-breaking. The Preferred Applicant will be selected by draw on date, time and place as communicated to all such Applicants by the LSCL in writing in presence of such Applicants who choose to attend.

6. APPOINTMENT OF DEVELOPER

6.1. Selection of Applicant

6.1.1. After selection of Preferred Applicant in terms of Clause 5.6, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the LSCL to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

6.1.2. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the LSCL 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 to acknowledge the LOA.

6.1.3. Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, and LSCL reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.

- 6.1.4. Upon issue of LOA to the Preferred Applicant, LSCL will release the EMD of all Applicants, except the Preferred Applicant.
- 6.1.5. After acknowledgement of the LOA as aforesaid by the Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within the period prescribed in Clause 1.7. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

6.2. Term of the Concession Agreement

The term of this Concession Agreement shall be a period of five (5) years from the date of signing of this Agreement or handing over of Parking lots whichever is later. The Concession Agreement period shall not be extended beyond five (5) years a

6.3. Performance Bank Guarantee

- 6.3.1. The Preferred Applicant will be required to submit a Performance Bank Guarantee (PBG) of Rs. 10 lakhs (Ten lakhs only) to the LSCL within 15 (fifteen) days from the date of receipt of Letter of Acceptance.
- 6.3.2. In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 6.3.3. In case, the Preferred Applicant fails to submit performance bank guarantee within the time stipulated, the LSCL 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.
- 6.3.4. LSCL shall invoke the Performance Bank Guarantee in case the selected Developer fails to discharge their contractual obligations during the Concession Agreement period or LSCL incurs any loss due to Developer's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.4. Release of Performance Bank Guarantee

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

- After successful implementation of this project;
- Successful managing, operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all concession fees as per agreement alongwith penalties, if any;

- At the end of the concession period, Performance Bank Guarantee of Developer will be released after successful handing over all the parking lots, assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Developer has to get rectified/replaced the same at his own cost within 15 days otherwise LSCL will get it rectified at the risk and cost of the Developer.
- On production of clearance for all applicable dues, if any.

6.5. Signing of Concession Agreement

- 6.5.1. Subsequent to LSCL's issuing Letter of Acceptance to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with the LSCL within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Applicant within the prescribed period.
- 6.5.2. Failure of the Preferred Applicant to furnish the Performance Bank Guarantee 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 LSCL for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.
- 6.5.3. Notwithstanding anything to the contrary mentioned above, LSCL at its sole discretion shall have the right to extend the time lines for execution of Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

6.6. TAX LIABILITY

- 6.6.1. The Developer shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the LSCL whatsoever on any account.
- 6.6.2. The Developer indemnifies LSCL from any claims that may arise from the statutory authorities in connection with this License.
- 6.6.3. The Developer should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the LSCL be drawn into litigation on these counts.

6.7. Failure to Agree with the Terms and Conditions of the RFP document

- 6.7.1. The performance of Applicant will be continuously reviewed by LSCL to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Developer fails

to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Concession Agreement may be terminated by giving 30 days' notice as cure period and if it is not cured within 30 days then LSCL will terminate the Concession Agreement by giving further notice of 30 days for termination of Concession Agreement. LSCL's decision in this regard will be final. In case of termination of this Concession Agreement, LSCL shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. LSCL will not pay any charges to the Applicant. Failure of the Preferred Applicant/ Developer to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event LSCL may take a decision to re-issue the RFP document. In such a case, LSCL shall invoke the PBG of the most responsive Applicant / Preferred Applicant.

6.7.2. In addition, LSCL reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Applicant/Developer and black-list the Applicant/Developer.

6.8. FRAUD AND CORRUPT PRACTICES

6.8.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (LOA) and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the LSCL may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Developer, as the case may be, if it determines that the Applicant or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the LSCL shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the LSCL under the RFP document and/ or the Concession Agreement, or otherwise.

6.8.2. Without prejudice to the rights of the LSCL under Clause 6.1 hereinabove and the rights and remedies which the LSCL may have under the LOA or the Concession Agreement, or otherwise if an Applicant or Developer, as the case may be, is found by the LSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Applicant or Developer shall not be eligible to participate in any tender or RFP document issued by the LSCL during a period of 2 (two) years from the date such Applicant or Developer, as the case may be, is found by the LSCL to have directly or

indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, the case may be.

6.8.3. For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the LSCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the LSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.1.22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the LSCL in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the LSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7. MISCELLANEOUS

7.1. Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Lucknow shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The LSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Retain any information and/ or evidence submitted to the LSCL by, on behalf of, and/ or in relation to any Applicant; and/ or
- d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf It shall be deemed that by submitting the Bid, the Applicant agrees and releases the LSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work. In the event of any restrictions being imposed by the LSCL, security agencies, traffic agencies, or any other authority in the working area, Developer shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

- i. The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
- ii. The Developer shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
- iii. Labour huts/ stay of workmen will not be allowed at project area and in LSCL area;
- iv. The Developer shall be responsible for b e h a v i o u r and conduct of his staff. The

- Developer shall engage no staff with doubtful integrity or having a bad record;
- v. The workers of the Developer should strictly observe code of conduct and manner befitting security. If any employee of the Developer fails to absolve proper conduct, the Developer shall be liable to remove him from deployment, immediately in receipt of the instructions of the LSCL;
 - vi. The Developer shall be responsible for the conduct and behaviour of its workers employed for the work;
 - vii. The LSCL shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Developer reserves the right to change the staff as per its requirement;
 - viii. The LSCL shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Developer consequent upon any injury/ mishap.

The Applicant has to give the weekly, monthly and quarterly implementation scheduled for parking lots under this RFP document alongwith the technical bid. However total implementation will have to be completed in 6 (six) months from the date of handing over of the parking lots.

7.2. Indemnity Clause

The Developer shall defend, indemnify, release and hold harmless the LSCL from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Developer or LSCL) public or for loss of or damage to property (including Developer or LSCL property), in each case whether directly or indirectly resulting from or arising out of Developer performance under this RFP document / concession agreement. This indemnity shall apply whether or not LSCL was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the LSCL. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / concession agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or wilful misconduct of the LSCL.

7.3. Applicable Law(s)

The Developer has to follow all the applicable statues, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended form time to time while providing these services.

7.4. Documents and Information

The documents including this RFP document and all attached documents, provided by the LSCL are and shall remain or become the property of the LSCL and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Bid in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Applicants, and the LSCL will not return to the Applicants any Bid, document or any information provided along therewith.

7.5. Language

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Applicant shall be provided. In case of discrepancy, English translation shall govern.

7.6. Conflict of Interest

An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub- clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be

undertaken on a proportionate basis; provided, however, that

- (i) no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
- (v) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Applicant or any Associate thereof has participated as a consultant to the LSCL in the preparation of any documents, design or technical specifications of the Project.

For purposes of this Clause, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

7.7. Non Transferability of RFP document

This RFP document is non-transferable.

7.8. Loss and Theft of Property

The Developer shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of RFP document available for use. If Developer fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty Clause for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then LSCL will get it done at risk and cost of the Developer or take any suitable action including termination of Concession Agreement.

7.9. Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

7.10. Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to LSCL:

_____ (Designation of authorized officer)

Address _____

Mobile No. _____

Email No _____

Fax No. _____

If to the Developer:

The _____ (Designation)

Address _____

Mobile No. _____

Email No _____

Fax No. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when

transmitted properly addressed to such telex number or facsimile number.

7.11. Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Developer to the LSCL shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Developer to the LSCL. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the LSCL. Provided the stipulation regarding interest for delayed payments contained in this Clause 8.19 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Developer nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

7.12. Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

8. PUNITIVE CLAUSE

LSCL will impose a fine on the Developer for not meeting the Implementation SLAs as detailed below:

8.1. Post-Implementation SLAs

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 LSCL and if found true, then a penalty of minimum amount mentioned at clause 8.2 will be charged for each such incident shall be imposed on the Developer and for repeated violation, action shall be taken against the Developer
- (B) The Developer 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 as mentioned at clause 8.2 per incident will be imposed.

(C) The Developer has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot as mentioned at clause 8.2 per incident will be imposed.

(D) For non-operation of database on any of the days, LSCL will charge the concession fee of that day equal to the highest collection of parking charges for a day in year. The uptime commitment of all the parking sensors, LED display, or any other equipment/communication devices used for real-time availability of parking spaces and its billing is 99%. The uptime commitment of all the CCTV and related equipment and its communication devices is 99%. For uptime below the limits defined above the following penalties will be imposed:

(i) Parking sensor: Rs. Two Hundred fifty per day per sensor

(ii) Boom Barrier: Rs. Five Thousand per day per Boom Barrier

(iii) Hand held device: Rs. One Thousand per day per Hand held device

(iv) CCTV camera: Rs. One Thousand per day per CCTV camera

(v) LED Display: Rs. One Thousand per day per LED display

(E) If the online information of parked vehicles/availability of parking is not matching with the actual position (99% accuracy) as mentioned at clause 8.2 per incident will be imposed.

(F) The Developer has to take standby arrangement of the internet/network connectivity so that in case the online system is down at any time. The Developer has to keep the spare hand held device, computers, network equipment and other equipment so that the system will be operational all the time.

(G) Penalty levied for non-performance as per SLA requirements shall have to be deposited monthly by the Developer at the completion of each month on 7th day of every month along with concession fee otherwise interest will be charged @18% per year from the date of non-payment of these penalties. If the penalties amount along with interest exceeds Rs.1 crores in a year then LSCL will have the right to terminate the agreement.

(H) The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Developer and audited by LSCL/LSCL for accuracy and reliability. The Developer would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

(I) In the event of non-compliance to this condition, LSCL reserves the right to invoke the termination clause. All the activities and obligations pursuant to the termination, shall be as per Termination Clause as provided in this RFP document.

8.2. Penalty Chart during Operation & Maintenance Period

S. No.	Nature of breach	Penalty
1	Complaint received or any violation noticed of over-charging or collecting parking charges outside the	Rs.10,000/-per incident
2	Vehicles not parked in the space defined for each vehicle	Rs500/-per vehicle per incident
3	Number of vehicles parked exceeding the designated capacity of each parking lot	Rs 500/- per vehicle per incident
5	Non-operation of database on any of the day	Parking fee of the respective day
6	Offline billing of parking charges/ penalties to users by the Private Operator	Rs. 500/- per incidence
7	Online information of parked vehicles/ availability of parking is not matching with the actual position (99% accuracy)	Rs.5000/per parking lot per day

For repeated violation of any of the cause in the table above, LSCL shall reserve the right to invoke the termination clause.

8.3. Other Penalties

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

- Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of LSCL.
- Network & System Security Breach: Any instance of hacking, information /data compromise, unauthorized access to public Wi-Fi.
- Guidelines Breach: Non-compliance to guidelines shared by various government agencies 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 Developer for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Type	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
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Information Security Breach	Hours	1	Rs100000/-
Network & System Security Breach	Hours	2	Rs50000/-
Guidelines Breach	Days	7	Rs 100000/-

The response time refers to immediate remedial action taken and preventive measures updated by the Developer 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 and 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 Developer has to respond within one (1) hour of the event occurrence. If the Developer responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to Rs.1,25,000/- would be imposed on the Developer. In case of more than three (3) instances of breach within a single calendar year, LSCL reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by LSCL. Guidelines Breach includes non-compliance to certain guidelines as set by agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Developer 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.

8.4. Manpower Availability

- The Developer needs to provide the on-site manpower as per the defined scope of work to manage all parking lots. In case any person remains absent the Developer has to arrange alternate for this.
- The Developer needs to submit attendance report on daily basis.

Penalties shall not be levied on the Developer in the following cases:

- In case of a force majeure event affecting the SLA which is beyond the control of the Developer. 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 Developer”. Hence, the Developer should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is

mandatory. The Developer 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.

8.4.1. Manpower Availability

The Developer needs to provide the on-site manpower as per the defined scope of work to manage all parking lots. In case any person remains absent the Developer has to arrange alternate for this.

The Developer needs to submit online attendance report on daily basis.

9. FORCEMAJEURE

9.1. Definition of Force Majeure

The Developer or the LSCL, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

9.2. Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) Act of God, including earth quake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) Radioactive contamination or ionizing radiation or biological contamination;
- (iii) A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Developer or any

of its Sub Developers or suppliers and the settlement of which is beyond the reasonable control of all such persons;

- (iv) general strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Developer and which affect the timely implementation and continued operation of the Project;

- (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or

military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven(7)days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from(whenever applicable).

9.3. Notification procedure for Force Majeure

9.3.1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt within accordance with the dispute resolution mechanism in accordance with Clause.

9.3.2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

9.4. Allocation of costs arising out of Force Majeure

9.4.1. Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

9.4.2. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

9.4.3. Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

9.5. Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the oases of each Party resulting

from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

10. EVENTS OF DEFAULT AND TERMINATION

10.1. Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 11.2;

- (i) The Developer has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of the parking lots;
- (ii) The Developer has failed to complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is six months from the date of handing over of the parking lots;
- (iii) The Developer is in Material Breach of O&M Requirements;
- (iv) Any representation made or warranties given by the Developer under this RFP document is found to be false or misleading;
- (v) The Developer has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
- (vi) The Developer has failed to ensure minimum shareholding requirements specified in clause 5.2;
- (vii) A resolution has been passed by the shareholders of the Developer for the voluntary winding up of the Developer;
- (viii) Any petition for winding up of the Developer has been admitted and liquidator or provisional liquidator has been appointed or the Developer has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of LSCL, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Developer are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed

the obligations of the Developer under this RFP document, and provided further that:

- a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Developer as at Commencement Date; and
 - c) RFP document remains in full force and effect.
- (ix) The Developer has abandoned the Project Facilities.
 - (x) The Developer has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
 - (xi) The Developer has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
 - (xii) The Developer has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
 - (xiii) The Developer is not able to meet the SLAs minimum requirements at all the times or otherwise.
 - (xiv) The Developer reporting bankruptcy to the LSCL, or any appropriate statutory forum.
 - (xv) If the Developer or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the LSCL or is convicted by any orders of the Court.
 - (xvi) If the LSCL has a reason to believe that the parking contract has been transferred/sold or in any way alienated to any third party or that the parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such parking space.
 - (xvii) If the Developer makes any encroachment on the public land.

- (xviii) If the parking is used in such a way that it obstructs the passage for the pedestrian traffic.
- (xix) If the parking site is used for any purpose other than parking of private cars/buses/motorcycles/two wheelers etc.
- (xx) If the Developer obstructs the entry of Chairperson/Member of the LSCL or any other Officer authorized by him/her.
- (xxi) If the Developer charges parking fee not in conformity with the prescribed rates.
- (xxii) If the Developer refuses to park any vehicle when parking space is available.
- (xxiii) If the Developer does not resolve the complaints of the vehicles owner/LSCL within the reasonable time.
- (xxiv) If the Developer puts up any super-structure in contravention of the terms & conditions.

10.2. No Breach of Obligations

The Developer shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- (i) Force Majeure Event as provided under clause 10;
- (ii) Compliance with written instructions of the LSCL or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Developer of any of its obligations hereunder or any applicable law;

10.3. Termination due to Events of Default

If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to LSCL, three months' notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit will stand forfeited in favour of the Licensor (LSCL). Notwithstanding anything contrary contained in this agreement, nothing would prevent the LSCL to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and

proper in larger public interest and without requiring any notice to the Developer whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the LSCL shall have the right to terminate the agreement without any notice for the following violations: -

(a) If the Developer commits breaches of any of the conditions.

(b) If the Developer is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

10.3.1. Without prejudice to any other right or remedy which the LSCL may have in respect thereof under this RFP document, upon the occurrence of an Event of Default, the LSCL shall be entitled to terminate this Agreement as hereinafter provided.

1.1.2. If LSCL decides to terminate this Agreement pursuant to preceding clause 10.3.1, it shall in the first instance issue Preliminary Notice to the Developer. Within 30 days of receipt of the Preliminary Notice, the Developer shall submit to LSCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “**Developer’s Proposal to Rectify**”). In case of non-submission of the Developer’s Proposal to Rectify within the said period of 30 days, LSCL shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

1.1.3. If the Developer’s Proposal to Rectify is submitted within the period stipulated therefore, the Developer shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Developer fails to remedy/cure the underlying Event of Default within such further period allowed, LSCL shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

10.4. Termination Notice

If LSCL, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 11.3, it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

10.5. Obligation of Parties

Following issue of Termination Notice by LSCL in accordance with clause 11.4, the Parties (i.e. the Developer and the LSCL) shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- ii. the Termination Payment, if any, payable by the Developer is paid to the LSCL before the Termination Date; and
- iii. the Project Facilities are handed over to LSCL by the Developer on the Termination Date, free from any Encumbrance, under this Agreement.

10.6. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this RFP document, if the Developer cures the underlying Event of Default to the satisfaction of the LSCL at any time before the Termination occurs, the Termination Notice may be withdrawn by the LSCL. Provided that the Developer shall compensate the LSCL for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

10.7. Termination Payments

Upon Termination of this Agreement, the LSCL shall be entitled to receive Termination Payment as under:

- i. If the Agreement is terminated due to Event of Default, LSCL shall forfeit the Performance Bank Guarantee furnished by the Developer, and all the assets and services created under this project will become the property of LSCL.
- ii. The Developer shall pay all fees/ dues, if any, to the LSCL before the date of termination.

10.8. Rights of LSCL on Termination

Upon Termination of this Agreement for any reason whatsoever, LSCL shall have the power and authority to:

- i. prohibit the Developer or any Person claiming through or under the Developer from entering upon/dealing with the Project Site / Project Facilities;
- ii. Enter upon the Project Site and take over the Project Facilities without any hindrance.
- iii. step in or nominate any person to step in without the necessity of any further action by

- iv. the Developer, to the interests of the Developer under such of the Project Agreements, as LSCL may in its discretion deem appropriate with effect from such date as LSCL may specify:

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by LSCL for step in shall and shall always constitute debt between the Developer and such counter party and LSCL shall in no way or manner be liable or responsible for such sums. The Developer shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 11;

- iv. Notwithstanding anything contained in this Agreement, LSCL shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Developer in connection with the Project, and the hand back of the Project Site/facilities by the Developer to LSCL shall be free from any such obligation.

- v. Notwithstanding anything contained in this Agreement, the right of LSCL to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Developer fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Developer shall be liable to pay to LSCL and LSCL shall be entitled to recover from the Developer, an amount that represents a genuine estimate of the losses, damages and costs suffered by LSCL by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at the rate of 100% of the applicable minimum guaranteed Concession Fee for next six months when the Concession is Terminated plus the costs incurred by LSCL for recovery of the Project Facilities. Such liquidated damages shall be recoverable from the Termination Date to the date when LSCL receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to LSCL against the Developer who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

10.9. Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or

Concession Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

11. DISPUTE RESOLUTION

- 11.1. Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (LSCL and Developer). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, LSCL on receipt of written notice/demand of appointment of Arbitrator from either party.
- 11.2. The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of LSCL, Lucknow only.
- 11.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Developer shall continue to perform and make due payments to LSCL as per the Concession Agreement.

12. LIQUIDATED DAMAGES

- 12.1. Time is the essence of the Agreement and the delivery dates are binding on the Developer. In the event of delay or any gross negligence, for causes attributable to the Developer, in meeting the deliverables, the LSCL shall be entitled at its option to recover from the Developer as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. In the event of Liquidated Damages exceeding Rs two crores in a year, the LSCL has a right to invoke "Termination Clause". The activities pursuant to the termination of the Concession Agreement shall be in-line with the conditions of the RFP document.

13. EXIT MANAGEMENT SCHEDULE

- 13.1. **Purpose:** This Clause sets out the provisions, which will apply on expiry or termination of the Concession Agreement.

13.2. Transfer of assets

- 13.2.1. The Developer shall within fifteen (15) days of the expiry of the Concession Agreement or termination of the Concession Agreement, whichever is earlier, hand over all the assets and services belonging to the LSCL, as per the Assets List made under the provisions of Clause 3.5.28, in proper working condition to the LSCL.

13.2.2. In case of any deficiency noticed at the time of such handing over, the Developer has to get it rectified at his own cost within 45 days of such handing over otherwise LSCL will get it rectified at the risk and cost of the Developer.

13.2.3. Performance Bank Guarantee of the Developer will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to LSCL, and after adjustments of any amount due and recoverable from the Developer under this Agreement by LSCL, if any.

13.2.4. Upon service of a notice under this Clause the following provisions shall apply:

- i. in the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Developer, the Developer shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the LSCL.
- ii. All title to the Assets and Services to be transferred to the LSCL pursuant to this Clause shall be transferred to LSCL, within the time period as mentioned in clause 13.2.1.

13.2.5. The outgoing Developer will pass on to LSCL, the subsisting rights in any licensed products on terms not less favourable to LSCL, than that enjoyed by the outgoing Developer.

13.3. Cooperation and Provision of Information

During the Exit Management Period:

- (i) the Developer will allow the LSCL access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the LSCL to assess the existing services being delivered;
- (ii) promptly on reasonable request by the LSCL, the Developer shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Developer). The LSCL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Developer shall permit the LSCL or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the LSCL to understand the methods of delivery of the services employed by the Developer and to assist appropriate knowledge transfer.

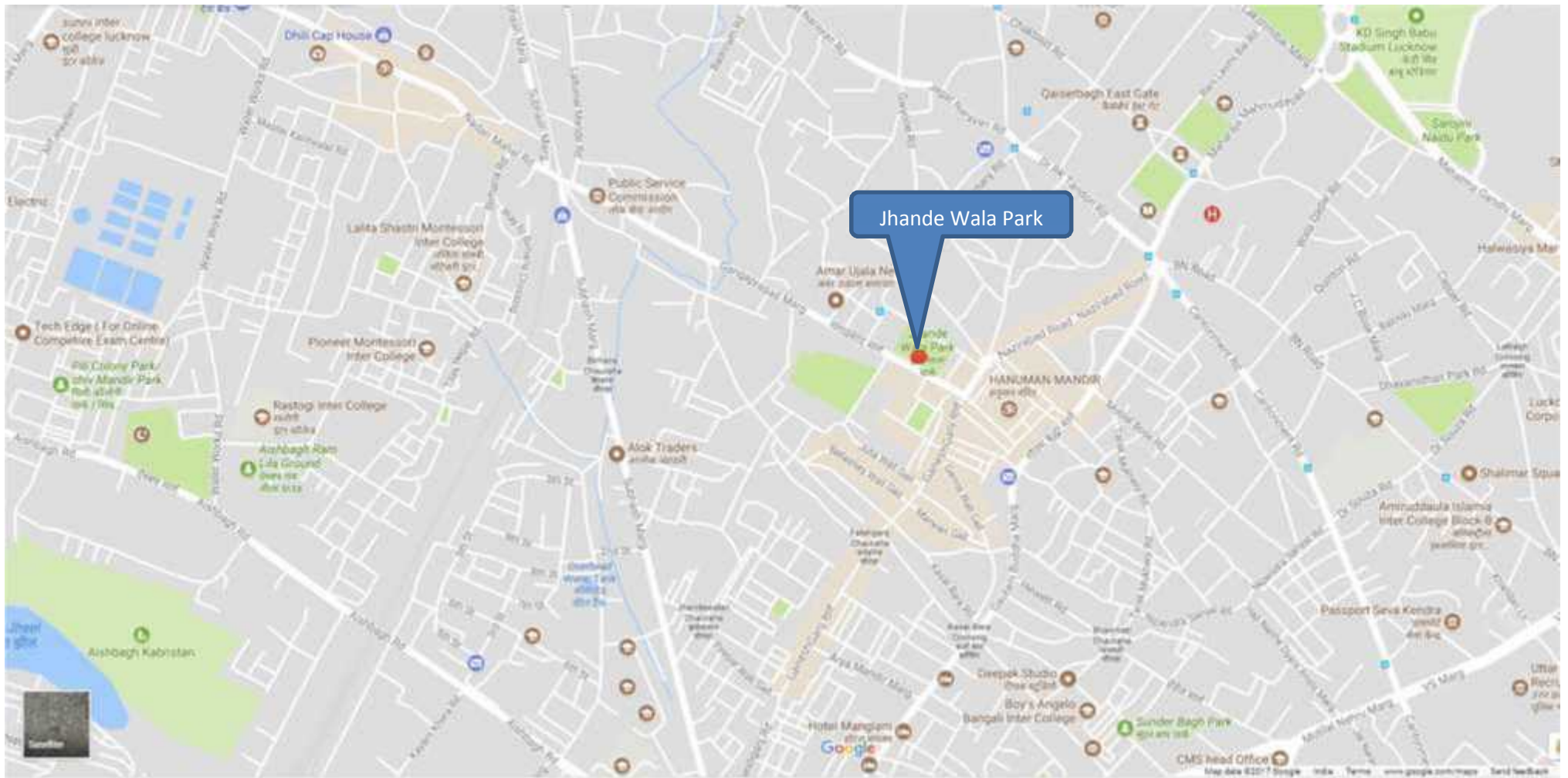
Sr.No.	Location of the Parking site	ECS	Type of parking
1	Jhandi Park, Lalbagh	125*	Underground
2	Dayanidhan Park	125*	Underground
3	Jhande Wala Park,	500*	Underground

* The no. mentioned here are indicative only, the bidder has to survey the existing parking locations for getting the exact no. of parking space and same has to be included by the developer in its execution plan.

Locations map of Jhandi Park and Dayanidhan Park



Jhande Wala Park



Proposed Parking Fee / Parking Spaces in LSCL area

S. No.	Type of Vehicle	Type of Parking Lot	Proposed Rate of Parking
1	Car/four wheelers	(i) Underground parking at Jhandi Park, Dayanidhan Park, Jhandewala Park Aminabad	Rs.25/- per Four Hour. After 4 hrs in Multiple of Rs 25 per hour
		(ii) Underground parking at Jhandi Park, Dayanidhan Park, Jhandewala Park Aminabad–Monthly Parking Charges	Car 12 hrs – Rs 600/- PM
			Car 24 hrs – Rs 1200/- PM
2	Scooter / two wheeler	(i) Underground parking at Jhandi Park, Dayanidhan Park, Jhandewala Park Aminabad	Rs.10/- per Four Hour. After 4 hr in Multiple of Rs 10/ per hour-
		(ii) Underground parking at Jhandi Park, Dayanidhan Park, Jhandewala Park Aminabad	2 Wheelers 12 hrs- 400/- PM
			2 Wheelers 24 hrs- 800/- PM

Note: For any part of hour, parking charges will be charged for one complete hour.

The parking charges will be increased on every second increase in minimum wages (for semi-skilled employees) by the Government of Uttar Pradesh, after the last date of submission of bids of this RFP. The increase in parking rates as proposed above shall be by a percentage equal to half of the percentage increase in minimum wages (for semi-skilled employees) by the Govt. of Uttar Pradesh. The base parking rate for such calculation is the rates proposed above, and the base rate for the minimum wages (for semi-skilled employees) shall be the rates of minimum wages (for semi-skilled employees) applicable on the last date for submission of bids under this RFP. Such increase, including increase in monthly charges, will be rounded-off to the nearest rupee.

Format for Financial Bid

**Chief Executive Officer
Lucknow Smart City Limited
C/o Lucknow Municipal Corporation,
Trilok Nath Marg, Lalbagh,
Lucknow - 226001**

CONCESSION FEE

Sub:-Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution of Parking Location mentioned in the RFP document on PPP model.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay LSCL a monthly 'Concession Fee' as _____percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to LSCL. We will pay to LSCL every month the Concession Fee as quoted above throughout the concession period from the date of signing of agreement and handing over of the parking sites whichever is later), subject to minimum concession fee as INR 40,00,000/- (Rupees Forty Lakhs only) per annum.

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**Authorized Signatory (With Stamp
of the developer)**

(On the letterhead of the Bidder)

Date:

**Chief Executive Officer
Lucknow Smart City Limited
C/o Lucknow Municipal Corporation,
Trilok Nath Marg, Lalbagh,
Lucknow - 226001**

Sub:- Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for three Parking locations in LSCL area on PPP model.

Sir,

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to submit our quote in the form of the monthly concession fee to be payable by us to the LSCL as contained in the duly signed and sealed Annexure- 4 enclosed herewith.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay LSCL a monthly 'Concession Fee' as _____percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to LSCL. We will pay to LSCL every month the Concession Fee as quoted above throughout the concession period from the date of signing of agreement and handing over of the parking sites whichever is later), subject to minimum concession fee as INR 40,00,000/- (Rupees Forty Lakhs only) per annum.

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

Yours
faithfully,

For and on behalf of

.....

.....

(Name of the Bidder)

(Signature of Authorised Signatory)

Encl: Duly signed and sealed Annexure-4.

**Format of Bank Guarantee
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Developer for Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in LSCL area on PPP model. Hereinafter called "Bid".

Know All Men by these presents that we (Name of bank) of (city and country) having our registered office at (hereinafter called "the Bank") are irrevocably and unconditionally bound to the Lucknow Municipal LSCL or its successor, (hereinafter referred to as " LSCL" in the sum of Rupees Ten Lakhs (in Words) Rs. 10,00,000/- which payment can truly be made to LSCL. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2017

THE CONDITIONS of this obligation are:

(a) If the applicant withdraws his Bid at any time during the stipulated period of Bid

Validity specified in the RFP document and; or

(b) If the Bidder, for the period of the Bid Validity as per RFP document in LSCL's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from LSCL in this regard; or I If the applicant, refuses to accept the correction of errors in the Bid; or

(d) If the applicant, having been notified of the acceptance of its Bid by the LSCL fails or refuses to comply with the following requirements:

- Pay either the performance security of the first 130is favour130 of the Concession fee as specified in Clause 5.4.1 of the RFP document to Lucknow Municipal LSCL (LSCL)
- Sign the Concession agreement as provided in the RFP Document We agree and undertake, absolutely, irrevocably and unconditionally to pay to the LSCL, as the case may be, the above amount without protest, delay or demur upon receipt of LSCL's first written demand, without the LSCL having to substantiate its demand, provided that in its demand the LSCL will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred

condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by LSCL at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Lucknow and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Power of Attorney for Lead Member of Consortium

Whereas the LSCL has invited applications from interested parties for the " Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in LSCL area on PPP model.

Whereas,,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
 M/s. having our registered office at,
 M/s.having our registered office at, and
 M/s. having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the LSCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out

of the Consortium's bid for the project and/ or upon award thereof till the Concession Agreement is entered into with the LSCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of,
2016.

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three).

WHEREAS

(A) Lucknow Municipal Corporation (LSCL), represented by its Chairman and having its principal offices at Trilok Nath Marg, Lalbagh, Lucknow (hereinafter referred to as the **"LSCL"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**) by

its Request for Proposal No. dated(the “**RFP**”) Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for indoor Parking Spaces in LSCL area on PPP model

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (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 and Interpretations

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

2. Consortium

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

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and 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 -----

5. Joint and Several Liability

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

6. Shareholding in the Consortium

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

First Party:

Second Party:

{Third Party:}

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

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 LSCL. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and 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:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have highest equity share holding in consortium and shall have an equity share holding of at least 34% (thirty four percent) of the paid up equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) 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;
- (vi) undertake that each of the members of the Consortium shall have an independent , definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and 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,
- (viii) 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.
- (ix) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-10 (the "Joint Bidding Agreement"), for the purpose of making the Application and 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:

- (a) 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;
- (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
- (c) 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
- (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the LSCL against any losses or third party claims arising due to the sub- contractor/consortium's default
- (e) that the proposed roles and responsibilities, if any, of each member; (f) the minimum equity stake commitment, to be held by each member; (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the Consortium.
- (h) that members of the Consortium shall not dilute their equity stack in the Consortium throughout the concession period.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;

7. 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 and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate

or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and 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 and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (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.

8. Termination

This Agreement shall be effective from the date thereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and 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 LSCL to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the LSCL.

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

SIGNED, SEALED AND DELIVERED
and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For
For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

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 and the charter documents of the executant(s) and 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 and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

FINANCIAL BID ESTIMATION**Table1: Capital investment (Price Schedule)**

Sl. No.	Brief Item Description	Unit	Rate (Rs.)	Amount (Rs.)
1	Hardware & Software items			
i.	Ultrasonic Sensors			
ii.	Boom barrier			
iii.	Overhead sensors			
iv.	Hand held device			
v.	Gateway			
vi.	Central Control Centre Including Data Centre			
vii.	LED display of high intensity.			
viii.	CCTV Cameras			
ix.	Industrial grade Ethernet switches			
x.	Internet/intranet Routers			
xi.	Managed switches			
xii.	Zone Controller			
xiii.	Floor Controller			
xiv.	Ticket Dispenser			
xv.	Payment Workstation/Kiosk			
xvi.	Public Announcement System			
xvii.	Software Applications (Parking Management			
The developer may add rows to indicate additional items if any,				

Table 2: Operation and Maintenance Price Schedule for 05 years

S.No.	Brief Item Description	1st	2nd	3rd	4th	5th
1						
2						
3						
4						
5						
	TOTAL O&M COST					

Table3: Total Project Cost including operation and maintenance throughout concession period.

SI. No.	Schedule	Total (Rs. Lakh)
1.	Total Project Cost(Capital Investment) (Schedule 1)	
2.	Total O&M cost (Schedule 2) for five years	
	Total cost	

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Proposal for Selection of Developer for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in LSCL area on PPP model Project proposed or being developed by the LSCL (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the LSCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

Witnesses:

- 1.
- 2.

(Signature, name, designation and address)

(Notarised)

Selection of Developer for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and 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* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.