



# PATNA MUNICIPAL CORPORATION

## REQUEST FOR PROPOSAL

For

**Selection of Concessionaire for Design, Development, Implementation,  
Operation and Maintenance of Smart Parking Solution for Parking Sites  
for Patna Municipal Corporation on PPP Model**

**NIT No. 06/CME/PMC/2021**

**Date: 18.02.2021**

Patna Municipal Corporation (PMC)

Maurya Lok Complex, Buddha Marg, Patna, Bihar 800001

Tel: +91 9146133228; Fax:

E-Mail: [patnamc-bih@gov.in](mailto:patnamc-bih@gov.in)/[cmepmcprda01@gmail.com](mailto:cmepmcprda01@gmail.com)

Website: [www.pmc.bihar.gov.in](http://www.pmc.bihar.gov.in)

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**DISCLAIMER:**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (7) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Patna Municipal Corporation (PMC) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

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

SD/-

MUNICIPAL COMMISSIONER  
PATNA MUNICIPAL CORPORATION

## Glossary

Abbreviations and Acronyms	Description
BEC	Bidders Evaluation Committee
BG	Bank Guarantee
PMC	Patna Municipal Corporation
BOM	Bill of Material
BoQ	Bill of Quantity
CCTV	Closed circuit Television
EMD	Earnest Money Deposit
ESI	Employee State insurance
FRS	Functional requirement Specification
GIS	Geographical Information Systems
ICT	Information and Communication Technology
INR	Indian Rupee
IT	Information Technology
LED	Light Emitting Diode
LoI	Letter of Intent
MPLS	Multi-Protocol Label Switching
O&M	Operation and maintenance
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PF	Provident Fund
RFP	Request for Proposal
RoW	Right of Way
SLA	Service Level Agreement
TQ	Technical Qualification
UAT	User Acceptance test

# 1. Notice Inviting Bid

NIT No: 06/CME/PMC/2021

Date: 18/02/2021

## INVITATION FOR BIDS

## REQUEST FOR PROPOSAL

RFP for SELECTION OF CONCESSIONAIRE FOR DESIGN, DEVELOPMENT, IMPLEMENTATION, OPERATION AND MAINTENANCE OF SMART PARKING SOLUTION FOR PARKING SITES FOR PATNA MUNICIPAL CORPORATION ON PPP MODEL.

S. No	Particulars	Details
1.	Name of Client	Patna Municipal Corporation (PMC)
2.	Name of the Engagement	Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Parking Sites for Patna Municipal Corporation on PPP Model
3.	Availability of the document	RFP is available and downloadable on Patna e-procurement portal: ( <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> ) All subsequent changes to the RFP shall be published on the above mentioned website.
4.	Start date for Purchase of RFP	04.03.2021 (14:00 Hrs.)
5.	Last date for Purchase of RFP	17.03.2021 till 15:00 Hrs.
6.	Place for Opening of Bids	At Chief Municipal engineer Office, 4 <sup>th</sup> Floor ,C- Block, Maurya Lok Complex, Patna, Bihar-800001 .
7.	Cost of RFP Document	INR 10000 to be paid through Online at <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>
8.	Sharing of pre-bid queries	Pre bid queries to be shared at <a href="mailto:patnamcbih@gov.in">patnamcbih@gov.in</a> / <a href="mailto:cmepmcprda01@gmail.com">cmepmcprda01@gmail.com</a>
9.	Pre-Bid Meeting	06.03.2021 at 16:00 Hrs.
10.	Earnest Money Deposit (EMD)	INR 20 Lacs (Rupees twenty lakh only) to be paid through online at <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> or in case of Bank Guarantee, EMD should be favour of "Municipal Commissioner, Patna Municipal Corporation" payable at Patna.
11.	Last date of bid submission of Proposal Online	Online at <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>
12.	Last date of hard copy submission	19.03.2021 till 15.00 Hrs.
13.	Date and Time of opening of Pre qualification Proposal and Technical Proposal	19.03.2021 at 16.00 Hrs.

<b>14.</b>	Presentation on technical solution by bidders	To be intimated to the successful bidder
<b>15.</b>	Date of opening of Financial proposal	To be intimated to the successful bidder
<b>16.</b>	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact PMC through email by sending the queries at
<b>17.</b>	Address for Communication	Municipal Commissioner Patna Municipal Corporation, Maurya Lok Complex, Budhha Marg, Patna, Bihar 800001 Phone: +919146133228

RFP document shall be available on website: [www.eproc2.bihar.gov.in/www.pmc.bihar.gov.in](http://www.eproc2.bihar.gov.in/www.pmc.bihar.gov.in)

For Queries & Clarifications, send e-mail to: [patnamcbih@gov.in/cmepmcprda01@gmail.com](mailto:patnamcbih@gov.in/cmepmcprda01@gmail.com)

SD/-  
MUNICIPAL COMMISSIONER,  
PATNA MUNICIPAL CORPORATION

## Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
2. For support related to e-tendering process, bidders may contact at following address “e- Procurement HELP DESK, Toll Free Number: 1800 572 6571 Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.
3. Vendor may visit [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
4. Detailed N.I.T can be seen of website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
5. PMC will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
6. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
7. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and download/participate in e-tender.
8. Those whose are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, Toll Free Number: 1800 572 6571 Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.
9. PMC, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
10. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
11. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
12. In the unlikely event of the server for [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
13. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same
14. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
15. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
16. In exceptional circumstances, the competent authority, PMC may solicit the Bidder's consent to an extension of the period of validity.

17. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
18. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
19. Corrigendum/ Addendum, if any, will be published on the website itself.
20. Bidder should submit the receipt of Tender Fee/ EMD (online receipt / original bank guarantee), pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be submitted as per address mentioned in this RFP, within bid submission due date and time as indicated in the tender.
21. The details of the EMD (challan Receipt, BG etc.) any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
22. A bid processing fee of 590 (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of Belton.
23. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.



## 2. Introduction and Background

### About

Patna is one of the oldest surviving cities in the country which was known by the name of Patliputra in older times. Historical evidence shows that the city was having a vibrant culture and was a centre for political and religious activities.

At present, it is capital of the state of Bihar and a flourishing center of administrative, Financial and educational activities. It lies on the southern bank of river Ganges, and is approximately 35 km long and 16 km to 18 km wide. It is located between the latitude 25°30'N to 26°45' N and longitude 85°0' E to 85°15' E. Being one of the big urban centers in the eastern part of the county, there has been high growth of population in the city. Also, due to the presence of large perennial rivers on three sides, there is limited scope for geographical growth of the town.

Patna Municipal Corporation (PMC) an Urban Local Body of Bihar was established on 15 August 1952. At present, the city is divided into 75 administrative wards, which accommodates population of 1.68 million as per 2011 Census. The total area is 114 sq. km. At present Patna Municipal Corporation is divided into six circle as below:

- New Capital Circle (NCC)
- Kankarbagh Circle (KKB)
- Bankipure Circle (BKC)
- Patna City Circle (PCC)
- Azimabad Circle
- Patliputra Circle

Now, Patna has been selected as Smart City, Patna Municipal Corporation is taking a lot of initiative to make the city clean, healthy and hygienic and green. Various initiatives towards sanitation is also being taken up under the Government of India Project – Swachh Bharat Mission (Urban).

### About the project

One of the primary objectives of Patna Municipal Corporation (PMC) is to develop Smart Parking. Smart parking can be defined broadly as the use of advanced technologies to help motorists locate, reserve, and pay for parking.

PMC is considering the appointment of an agency which will include, implementation of Smart Parking technology solutions, to provide information on the availability of parking slots in real time, monitoring of entry and exit, Card based and other payment options, Mobile App based parking guidance system etc.

## Project objectives

PMC hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for PMC's jurisdiction.

As a concessioner, the selected bidder will be required to Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for all parking facilities on PPP model for the concession period of 60 days (Implementation Period of Smart Parking Components) + 5 years (Operation and Maintenance, extendable up to 5 years based in the performance). Please be noted that concessionaire would be provided relaxation in terms of implementation timeline in development of advertisement spaces, if required and Go-Live live of Smart Parking Component would be considered as Project Go-Live. However, Concessionaire would be required to present updated project implementation timelines and get approval from PMC in the case of relaxation. Broadly the scope as concessioner will includes following works:

- (i) To provide and install necessary hardware and software for parking management and guidance system for parking facility.
- (ii) To provide and install necessary LED signage's for guidance to public regarding availability of Parking spaces and other necessary information's.
- (iii) Integrate with Integrated Command & Control Centre including setting up of Hosting infrastructure like server, storage at one of the All Parking Facility with appropriate hardware and software for viewing, analyzing, storing and retrieval of the data and monitoring and managing of Smart Parking.
- (iv) Mobile App for parking services like guidance, fee information etc. and integrate the Mobile app by PMC and Integrated Command & Control Center Project. Mobile app & online portal for citizens to view parking and doing the required reservation.
- (v) To do marking of parking facility, if required and maintain the same.
- (vi) Operation and maintenance of all hardware and software installed for this project throughout concessionaire period.
- (vii) Provide concession to the students, senior citizens or other users in their monthly parking passes as timely instructed by PMC. The revenue loss due to concession in monthly parking passes would be adjusted at the time of fee payment in the subsequent years with PMC.
- (viii) To manage and collect revenue as per tariff fixed by PMC for all the parking lots defined in this RFP. Modification on the tariff rates are entirely based on the PMC and City/State level development/management authority's discretion based on the adequate justification provided by implementation agency.
- (ix) All advertisement rights in parking slots inside or outside shall be reserve by PMC. Advertisement revenue shall not be share by PMC.
- (x) To operate and maintain the recurring expenses like security, manpower, electricity, water supply at the facilities which are essential for the operations of the facility. Shall undertake minor civil repair works, cabling works and signage marking works, if required, in the parking facilities as per PMC requirement from time to time.
- (xi) Provide necessary hardware and software for viewing, analyzing, storing and retrieval of the CCTV along with vehicle counting and timing system feed and monitoring and managing of Smart Parking at ICCC/Data Centre.
- (xii) Comprehensive operation and maintenance of all hardware and software installed

for this project throughout Concessionaire period.

- (xiii) Install EV Charging points based on the availability and convenience and collect revenue.
- (xiv) To manage the facilities and collect revenue as per tariff fixed by Patna Municipal Corporations throughout Concessionaire period as defined in this RFP.
- (xv) Concessionaire would be required to adhere all the policy related regulation being published by the city, state or national level authority.

The main objective of the Patna Smart Parking project is future-proofing the city with a system that redirects travelers simply and effectively. Some of the key objectives of the Patna Smart Parking project are as follows:

1. To enable relatively accurate information on the availability of parking slots in real time through monitoring the entry and exit of each vehicle in each parking slot.
2. To enable Mobile App based parking guidance system and direct drivers to the available parking slots.
3. Help traffic in city flow more freely leveraging IoT technology (communication of data and information over internet to parking servers for further computation, enabling the variable messaging boards or parking mobile apps to fetch such data and show accurate information on parking availability in various lots).
4. To enable users to pay on the spot or reserve parking spots through the Mobile app or online portal.
5. Enables intelligent decision using data, including real time status applications and historical analytics reports

## Smart parking value propositions to key stakeholders

### **1. To City municipal corporation/Managements Team/Clients:**

- Enhanced quality of life for the citizen.
- Improvement in their parking experience & satisfaction
- More efficient use of parking and increased revenue
- Reduces illegal parking
- Reduces revenue leakages
- Reduces Man power cost in operation.

### **2. Citizens:**

- Reduces travel time and traffic congestion
- Easy & Faster to locate a slot, park and exit
- Multiple modes of payments with simple process
- Assured parking with pre booking facility
- Enhanced experience

### 3. Pre-Qualification Criteria

The Pre-Qualification Criteria for the selection of the vendor or consortium are given below.

#	Eligibility Criteria	Document Proof
1.	The Sole Bidder or Prime Bidder (in case of consortium) should be registered under the Companies Act 1956/2013 /Partnership Firm /MSME and should be in operation in India for a period of at least 5 years as on publication of bid	Copy of 1. Certification of incorporation 2. PAN card 3. GST registration 4. Copy of the consortium agreement (if applicable)
2.	Sole Bidder/Prime Bidder (in case of consortium) should have average Annual turnover of at least Rs. 2 Crores from implementation and operations of ICT enabled parking solutions/Parking management in last three financial years (ending 31 <sup>st</sup> March 2020)  <b>Note:</b> ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of at least Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile App.	1. Copy of audited financial statements. Provision figures for FY 2019-20 are acceptable in case of non-availability of relevant document.  1. Certificate from the Statutory auditor/ CA clearly specifying the annual turnover for the specified years
3.	The bidder (each of the consortium members, in case of consortium) should have a <b>positive net worth should not be less than 50 lakhs</b> , as on Financial year ending 31 MARCH 2020.	Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm
4.	The Bidder (or any member of consortium) should have experience of implementing following scope in last 5 years (as on date of RFP publication)	Citation+ Documentary evidence (Copy of work order and contract/performance certificate.  All work order/contract/performance certificate should be issued from executive authority or higher level.

	<p>1) Experience in any state government/ Central Government/PSU/Public Limited in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.</p> <p><b>Note:</b> ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of at least Entry Exit barrier/ Vehicle counting machine, Payment kiosk/device/Mobile App.</p>	<p><b>Note:</b></p> <p>1. At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However the ongoing project will be considered if the work order &amp; contract and certification of 60% receipt of fee from the Chartered Accountant/ Statutory Auditor is provided.</p>
5.	The Bidder including consortium member (if any) should not have been blacklisted/debarred/terminated by Central Government / Any State Government/PSU in India as on the date of bid submission.	Self-declaration on stamp paper (as per the format) by the Bidder (All the members of the Consortium individually, in case the Bidder is a consortium) duly signed by the authorized signatory.
6.	<p>The sole bidder OR the Prime bidder and each of the member of the Consortium must possess at the time of bidding, a valid</p> <p>a. ISO9001:2008</p>	Copy of valid certificate

**Note**

1. All statutory compliances to be submitted by the bidder as mandatory documents.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by PMC.
6. Consortium of maximum two parties are allowed.

7. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.

a holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and

a subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own

a sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own

In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister concern company for successful execution of the contract, the participating bidder should enclose (i) an Agreement between the bidder and its parent / subsidiary/Sister Concern company for fulfilling the obligation and deployment during implementation phase for the component for which the experience being used and (ii) Guarantee from the parent/ subsidiary/sister concern company in favor of PMC.

## 4. Instructions to Bidder

### Purpose of Bid Document

1. The purpose of this RFP is Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for all parking Facilities in PMC area on PPP model. This document provides information to enable the bidders to understand the broad requirements to submit their Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the Sole Firm) or as lead member of a consortium of firms (the Prime Bidder) in response to this invitation. The term Bidder means the Sole Firm or the Prime Bidder, as the case may be.
3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in this RFP.
4. The bidder shall be required to submit their bid in three parts Pre-Qualification, Technical Bid and Financial Bid.

### Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this

process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PMC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This Bid Document does not commit PMC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of PMC and may be returned at its sole discretion.

### Pre-Bid Queries

1. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before 07-03-2021 Email Id for submission of queries: [patnamc-bih@gov.in/cmepmcprda01@gmail.com](mailto:patnamc-bih@gov.in/cmepmcprda01@gmail.com)
2. The queries should necessarily be submitted in the following format in **spreadsheet and PDF**:

Request for Clarification			
Name and Address of the Organization			
Name and Position of Person			
Contact Details of the Organization / Authorized Representative			
Tel:			
Mobile:			
Fax:			
Email:			
Sr. No	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			

3. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)

### Amendment of RFP Document

1. At any time before the deadline for submission of bids, the PMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective



Bidder, modify the RFP Document by an amendment.

2. The bidders are advised to visit the, [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) on regular basis for checking necessary updates. PMC also reserves the rights to amend the dates mentioned in this RFP for bid process.
3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the PMC may, at its discretion, extend the last date for the receipt of Bids.

### Conflict of Interest

The Concessionaire shall disclose to PMC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Concessionaire or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Concessionaire shall hold PMC's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments

### Consortium Condition

1. The number of consortium members cannot exceed Two, including the Prime Bidder.
2. A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case maybe.
3. Consortium members must provide consortium agreement covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
4. A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Agreement and

Power of Attorney signed by all the members on a stamp paper of appropriate value as per government norms.

5. Please refer to format of consortium agreement in annexure.
6. Prime bidder should be qualifying minimum 60% of eligibility criteria of this RFP and rest of 40% should qualify by other bidder.

### PMC s rights to terminate the selection process

1. PMC may terminate the RFP process at any time and without assigning any reason. PMC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by PMC.
3. The bidder's participation in this process may result in PMC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the



PMC to execute a contract or to continue negotiations. PMC may terminate negotiations at any time without assigning any reason.

## Right to reject any proposal

1. Notwithstanding anything contained in this RFP, PMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

### General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy.
- vii. Bidder submitting more than one bid.
- viii. Bidders submitting more than one make or model for any item.

### Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this Tender;
- ii. Revelation of prices in any form or by any reason before opening the Financial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

### Technical rejection criteria

- i. Technical Bid containing Financial details;
- ii. Revelation of Prices in any form or by any reason before opening the Financial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- iv. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- v. Bidders not complying with the Technical and General Terms and conditions

as stated in the Tender Documents;

- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

#### Financial Rejection Criteria

- i. Incomplete price Bid;
  - ii. Price Bids that do not conform to the Tender's price bid format;
3. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then PMC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of PMC, including annulment of the Selection Process.

#### **Bid Fee and Earnest Money Deposit (EMD) and amount**

1. The bidder should pay non-refundable Bid Fee of Rs. 10000/- (Rupees Ten Thousand only) through online at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
2. The bidder should also pay EMD of Rs. 20 lacs (Rupees Twenty Lakhs only) through online at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) or in case of bank guarantee should be in favour of Municipal Commissioner, Patna Municipal Corporation payable at Patna.
3. No interest will be payable by the PMC on the Earnest Money Deposit.
4. In case bid is submitted without EMD, Bid fees as mentioned above then PMC reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision there of
7. The decision of PMC regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
  - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
  - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
  - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

- During the bid process, if any information found wrong / manipulated / hidden in the bid.

## Submission of Bids

Submission of the Tender is online and must be through e-Procurement site [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) website of Bihar.

The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tendere.

Bidder shall submit financial bid on online mode only. If Bidder submit on offline mode proposal should be rejected.

The original Earnest Money Deposit Receipt, RFP Document Receipt and self-declaration of not black list affidavit as per RFP has to be submitted to PMC on before Last date and time for bid submission. EMD receipt/RFP Document receipt/self-declaration of not black list affidavit shall be deposit at Chief Municipal engineer Office, 4th Floor, C- Block, Maurya Lok Complex, Patna, Bihar-800001 or Municipal Commissioner, Patna Municipal Corporation, Maurya Lok Complex, Budhha Marg, Patna, Bihar 800001

Note: Bidder should submit all hardcopies before the last date of submission hard copy as per RFP Document.

## Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and PMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
3. For International project if the original client certificate and other documents are in language other than English than a translated copy duly verified by Indian embassy shall be submit with bid document

## Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to PMC, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like GST, customs duty, excise duty, sales tax, etc. PMC will not take responsibility towards this. However, PMC may provide necessary assistance, wherever possible, in this regard.

## Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the-Proposal Validity Period). If required, Authority may request the bidder to have it extended for a further period. There quest and the responses there to shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance in all respects.

## Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable to the PMC under the resultant Agreement.

## Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. PMC reserves right to negotiate the bid as per CVC guidelines, effective at the time of negotiations.

## Right to vary the scope of the work at the time of award

PMC reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the successful bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the successful bidders' receipt of the PMC change order.

## Modification or Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify PMC by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
2. The notice of withdrawal shall:
  - Be addressed to PMC at the address named in the bid Data Sheet,
  - Bear the Contract name, the<Title>and<bidNo.>,and the words-bid Withdrawal Notice.
3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.
4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

## Evaluation Process

1. The bidder will be selected on the basis of **Quality cum highest revenue sharing model**.
2. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by PMC, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
3. PMC will appoint a Bidder's Evaluation Committee (BEC) to scrutinize and evaluate the pre-qualification of bidders, technical and financial bid received. The BEC will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. PMC may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to PMC.
4. The technical bid of only those bidders (or consortium) shall be opened which meet all the criteria of the pre-qualification criteria mentioned in this RFP.
5. There should be no mention of bid prices in any part of the Bid other than the financial bid.

### Opening of Technical Bid

1. PMC shall open the Technical Proposals, of bidders qualifying the pre-qualification criteria, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in RFP.
2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of EMD receipt/ Performance Bank Guarantee (original receipt/online receipt) and Bid Submission fees ( Cost of RFP) shall be considered further.

### Evaluation of Technical Bids

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the Responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

#### Stage 1: Pre-Qualification

- a. Authority shall validate the RFP Document fee & Bid Security/Earnest Money Deposit (EMD).

- b. If the RFP Document fee & Bid Security/Earnest Money Deposit (EMD) are as per requirements, Authority shall open the -Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in RFP is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

- c. Technical bids for those bidders who don't pre-qualify will not be opened.
- d. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for unsuccessful bidder within one month after PBG is submitted by successful bidder.

### Stage2: Technical Evaluation

- a. Technical bid will be evaluated only for the bidders who succeed in Stage 1i.e. Prequalification Criteria.
- b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework.
- d. Bidders may be asked to give present the envisaged solution to Authority.
- e. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 70% in Technical Evaluation** will qualify for Financial Evaluation stage.

### Technical Presentation

The Bidder has to give a technical presentation to the Technical Committee of the client. Bidder to make a presentation on their Technical proposal highlighting

- Understanding of the scope.
- Approach and methodology for implementation and operations.
- Value Propositions/value additions.
- Core team.

### Technical Evaluation Criteria

Technical Evaluation of the bids would be carried out on four criteria as given below:

1. Bidder's Competence (31%)
2. Proposed team and Project Governance Strategy (23%)
3. Approach and Methodology and Presentation and Demonstration (46%)

#	Criteria	Marking details	Max marks	Required eligible Document
<b>1</b>	<b>Bidder's Competence</b>		<b>31</b>	
A	<p>Sole Bidder/Prime Bidder (in case of consortium) should have Average Annual turnover of at least Rs. 2 Crores from implementation and operations of ICT enabled parking solutions / Parking management in last three financial years (ending 31 March 2020)</p> <p><b>Note:</b> ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of At least Entry Exit barrier/ Vehicle counting machine, Payment kiosk/ device /Mobile App.</p>	<p>Sole Bidder/Prime Bidder (in case of consortium) should have Average Annual turnover of at least Rs. 2 Crores from implementation and operations of ICT enabled parking solutions / Parking management in last three financial years (ending 31 March 2020)</p> <p><b>2 Crore= 5 Marks Additional 1 Mark for each additional turnover of 2 Crores</b></p>	08	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor OR certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder
B	<p>The Sole bidder or any of the consortium Partner should have experience of implementing following scope in last 3 years (as on date of RFP publication)</p> <p>1-Experience in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of</p>	<p><b>1 Project = 7 marks Additional 1 Mark for each additional similar project</b></p>	10	<p>Citation+ Documentary evidence (Copy of work order and contract/performance certificate.</p> <p>All work order/contract/performance certificate should be issued from executive authority or higher level.</p> <p><b>Note:</b></p>



	<p>100 car parks each.</p> <p><b>Note:</b> ICT enabled parking solutions / Parking management is defined as managing parking lots using IT components comprising of at least Entry Exit barrier/ Vehicle counting machine, device/Mobile App.</p>			<p>At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However, the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
c.	<p>Experience of implementing ICT Parking solution in Government Sector, PSU and Private Sector (including private malls etc.)</p> <p>Assignment should be started or completed in last 5 years from the submission of the bid. Value of project should be at least of INR 5 crores.</p>	<p><b>For 1 similar Project = 4 marks</b></p> <p><b>&gt;=2 similar Project = 6 marks</b></p> <p><b>&gt;=3 similar project=8marks</b></p>	8	<p>Citation+ Documentary evidence (Copy of work order and contract/performance certificate.</p> <p>All work order/contract/performance certificate should be issued from executive authority or higher level.</p> <p><b>Note:</b></p> <p>At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However, the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>



D	Implementation and operation of Mobile Application for parking or Implementation/operations of Centralized Parking command Centre/ Operation Centre with Visual displays etc.	<b>1 Project – 5 marks</b>	5	<p>Citation+ Documentary evidence (Copy of work order and contract/performance certificate.</p> <p>All work order/contract/performance certificate should be issued from executive authority or higher level.</p> <p><b>Note:</b></p> <p>At least 60% of the implementation of assignment should have been completed as on the Proposal Due Date.</p> <p>However, the ongoing project will be considered if the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provide.</p>
<b>2</b>	<b>Proposed team and Project Governance Strategy</b>		<b>23</b>	

A	Project Manager/ Technical Manager	<ul style="list-style-type: none"> <li>• Educational Qualification- BE/B-Tech/MBA/MCA =3 Marks</li> <li>• Additional certification= 1 Mark</li> <li>• Total Experience               <ul style="list-style-type: none"> <li>○ &gt;=8 Years=1Mark</li> <li>○ &gt;=10 Years=2 Marks</li> </ul> </li> <li>• Experience in implementing automated parking solutions / Parking management Project</li> <li>• For 2 Project= 2Mark &gt;2 project 4marks</li> </ul>	10	
B.	Smart Parking Expert	<ul style="list-style-type: none"> <li>• Educational Qualification- BE/B-Tech/MBA/MCA =3Mark</li> <li>• Total Experience               <ul style="list-style-type: none"> <li>○ &gt;= 6 Years= 1Mark</li> <li>○ &gt;=8 Years=2Marks</li> </ul> </li> <li>• Experience in implementation or Operations of ICT based parking solutions / Parking management Project as parking Expert For 2 project Project= 1 Mark &gt;2 project =2marks</li> </ul>	7	

C	IT Infrastructure Expert	<ul style="list-style-type: none"><li>• Educational Qualification- BE/B-Tech/ MCA-2 Mark</li><li>• Total Experience<ul style="list-style-type: none"><li>○ &gt;= 6 Years= 1Mark</li><li>○ &gt;=8 Years=2Marks</li></ul></li><li>• Experience in implementing automated parking solutions / Parking management Project as IT Infrastructure expert<ul style="list-style-type: none"><li>○ For 2 project= 1Mark</li><li>○ &gt;2 project =2Marks</li></ul></li></ul>	6							
3	Approach and Methodology		46							
A	Approach and Methodology	Some of the parameters to be evaluated shall include: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>1. Understanding of the Project</td><td>5</td></tr><tr><td>2. Approach for integration with city command and control centre.</td><td>5</td></tr></table>	Parameter	Marks	1. Understanding of the Project	5	2. Approach for integration with city command and control centre.	5	25	A comprehensive note to be provided in the proposal
Parameter	Marks									
1. Understanding of the Project	5									
2. Approach for integration with city command and control centre.	5									

		3. Strategy to ensure implementation of project within stipulated timelines & Identification of major risks and their mitigation Plan	4		
		4. Approach towards the scalability, Interoperability and modularity features of the project considering future expansion and growth of vehicular population as well as new applications or systems that may be envisaged or developed in future.			
			3		

		<p>5. Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment</p> <p>3</p>		
		<p>6. Detailed approach and methodology for project execution</p> <p>3</p>		
		<p>7. Approach for Grievance redressal mechanism</p> <p>2</p>		
B	Technical Presentation	Bidder to make a presentation on their Technical proposal Highlighting	21	It will be conducted based on the schedule mentioned in this RFP and detail mentioned in this RFP.
		<ul style="list-style-type: none"> <li>• Understanding of the scope.</li> <li>• Approach and methodology for implementation and operations.</li> <li>• Value Propositions/value additions.</li> <li>• Core team.</li> <li>• Case studies to demonstrate the successful Implementation.</li> </ul>		

	<b>Total</b>		<b>100</b>	
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Note:

1. In case of self certification, the certificate should clearly mention the project name, client name, duration, value and scope. The self certification should be signed by at least 2 members from board of directors of the Prime bidder/consortium partner whose experience is being submitted.
2. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
  - A holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and
  - A subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
  - A sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
  - In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister concern company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed of this RFP) between the bidder and its parent / subsidiary/Sister Concern company for fulfilling the obligation and deployment during implementation phase for the component for which the experience being used and (ii) Guarantee From the parent/subsidiary/sister concern company in favor of PMC.
3. Only operational revenue is consider as total turnover.

### Opening of Financial bid

1. The Financial bid shall not be opened by PMC until the evaluation of the Technical Proposals has been completed.
2. PMC will open the Financial bid of those Bidders who have achieved **minimum score of 70 out of 100 marks in technical evaluation**
3. PMC will open the financial bid in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by PMC.
4. Financial bid from bidders who have failed to qualify in evaluation of the technical

proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

5. PMC reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 7 days of date of letter requesting for such additional information and/or clarification from PMC, their bids will be evaluated based on the information furnished along with the bid proposal.

### Evaluation of Financial bid and Selection Method

- a. All the technically qualified bidders will be notified to participate in Financial bid opening process.
- b. The financial bid for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bid are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The concessionaire shall bid for all 38 parking spots. Individual bidding is not allowed. The concessionaire shall quote the amount of revenue which will be shared with the PMC in the financial bid format. The amount quoted shall be for all the 38 parking spots and not for individual spots.
- d. Financial bid that are not as per the format provided shall be liable for rejection.
- e. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately. In case of any confusion, the value mentioned in words shall be prevailing to the value mentioned in digits in the price bid.
- f. The Bidder proposing highest share to PMC from the earned revenue shall be declared as the H1 Bidder. The bidder with second highest quote shall be declared as the H2 Bidder and soon.

### Insurance

The bidder will be required to undertake the insurance for all components which has been supplied under this RFP.

### OEM / Implementation Partner Participation Criteria

1. The bidder will be required to submit a manufacturer's authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
2. Bidders are required to specify **only one make and model of each item** and provide the details in the Technical bid.
3. Firms with common Proprietor/partner or connected with one another either

financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.

4. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, PMC, for further penal action including blacklisting.
5. If it is found that close relatives (as described above) have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
6. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment. It would also include fortification of PBG submitted by the concessionaire.

### **Rights to Accept/Reject any or all Proposals**

PMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for PMC 's action.

### **Notifications of Award and Signing of Contract**

1. PMC will invite the successful bidder for negotiation of the bid.
2. After negotiation round, prior to the expiration of the period of proposal validity, the successful bidder will be notified in writing through email that its proposal has been accepted by issuance of Letter of Intent (LoI).
3. Successful bidder shall submit acceptance to the LoI within 7 days of issuance of LoI and submit PBG within 15 days of issuance of LoI.
4. PMC shall facilitate signing of the contract within the period of 15 days from the submission of PBG. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of signing of contract. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of signing of contract.
5. The notification of award (LoI/PBG/Acceptance to LoI), RFP and all subsequent corrigendum will constitute the formation of the Contract. Upon the Bidder's executing the contract with PMC, it will promptly notify each unsuccessful bidder and return their EMDs.



6. At the time PMC notifies the successful Bidder that its bid has been accepted, PMC will send the successful bidder the Performa for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to PMC.

### Performance Bank Guarantee

1. The successful bidder shall at his own expense, deposit with department, within 15 days of issuance of LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs 50 lacs (Rs Fifty Lacs only) from scheduled banks as per the given in this Bid Document, in favor of Municipal Commissioner, Patna Municipal Corporation (PMC) payable at Patna and for the due performance and fulfillment of the contract by the bidder. This Performance Bank Guarantee shall be valid for 5 years from the date of agreement.
2. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (Validity Period).
3. The Performance Bank Guarantee letter format can be found in the Annexure.
4. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
5. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
6. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
7. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent Value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### Governing Law

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

### Failure to agree with the Terms & Conditions of the Bid Document/ Contract

Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in such an

event the authority reserves the right to:

- Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; or
- Call for fresh Bids from the remaining Bidders; or
- Take any such measure as may be deemed fit in the sole discretion of the Authority, Including annulment of the Bidding Process.

## Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

## Fraud and Corrupt Practices

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, client defines, for the purpose of this provision, the terms set forth as follows:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority in contract executions.

**"Fraudulent practice"** means a misrepresentation of facts, in order to influence a process or the execution of a contract, to the Authority, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.

**Unfair trade practices** means supply of services different from what is ordered on, or change in the Scope of Work which is given by the Authority.

**Coercive Practices** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract. Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the Bidder/Concessionaire has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for PMC for termination of the contract and initiate black-listing.

## 5. Payment Schedule and Milestones

### Payment Terms for concessionaire

- The bidder would be expected to pay the upfront monthly concession at the end of each operational month until the end of concession period.
- The paid monthly Concession Fee would be considered as the revenue share of PMC paid by the concessionaire for the respective year.
- Selected concessionaire is eligible to earn revenue inclusive of Parking Revenue earned during the respective operation year post Go-Live.
- During the implementation period of 60 days until go live, all the revenue earned out of the all parking facility would be share with PMC.
- Concessionaire would have to present a monthly report with all transparency to PMC regarding the status of the all parking facility and the function of the components.
- PMC shall have the liberty to independently audit the revenue collection any time during the concession period. If any irregularity is found, the same shall be treated as breach of this agreement and PMC shall have all rights to take necessary action against the Concessionaire, or terminate/blacklist the bidder, if required.
- Parking Rates: Parking rates for the parking facility mentioned in this RFP has been defined by PMC. The Concessionaire shall charge rates for parking as approved by PMC/PMC from time to time. At any time during the project duration, if PMC suggests any changes in the parking rental charges, then concessionaire would be liable to accept and make changes in the parking rental. However, if any loss of gross revenue occurs due to changes of parking rates, then that amount shall be adjusted from the Concession Fee share of PMC during the sub sequent year.
- Concessionaire has to ensure that all the service level agreements and instructions provided by PMC should be adhered to. A breach in SLAs would lead to fines on the concessionaire.
- In the event of implementation of Goods and Services Tax (GST), the tax will be calculated based on the provisions of GST as applicable in Patna.

### Yearly Parking Tariff proposed by PMC for all parking facilities:

Charges	Year 1	Year 2	Year 3	Year 4	Year 5
4W : 0-2 Hours	20	20	20	20	20
4W : After 2 Hours (per Hours rate)	20	20	20	20	20
2W: 0-12Hours	10	10	10	10	10
2W: AFTER 2 HOURS (PER HOUR RATE)	10	10	10	10	10

• Note:

1. Concessionaire will provide concession to students, senior citizens or other peoples based on the directions by PMC in their monthly charges. The revenue loss due to concession would later be adjusted in the revenue to be shared with PMC. Whenever, if traffic charges changes any time during the project shall be reserve to right PMC on that all increase parking revenue.
2. Values mentioned in the Yearly Parking Tariff proposed by PMC are inclusive of taxes. No other tax shall be levied by bidder to the end customer.
3. Any changes in service tax /other taxes as applicable after the implementation of the GST bill shall be added on prorata basis on the applicable tariff for all categories rounded off to the nearest rupee.
4. Concessionaire will share parking revenue earned on monthly basis at the end of each month.
5. Parking rates may vary depending on the day or night shift as decided by PMC.
6. Concessionaire can take parking fees from the date of allotment of work and shall share Parking revenue with PMC.
7. The PMC can change the parking rates at any point of time during the project period.

### Project Implementation Milestones

- a) The Concessionaire shall implement the Project as per the milestones provided in the table below.

S. No.	Project Implementation Milestones	Timelines	Deliverables
1.	Team Mobilization and Site Survey and submission of final BoQ Submission and Approval	T+15 Days	Site survey Report
2.	Designing Document and SRS Submission and Approval	T+30 Days	<ul style="list-style-type: none"> <li>SRS</li> </ul>
3.	Installation of all the equipment's/ hardware for parking locations handed over to the Concessionaire	T+45 Days	<ul style="list-style-type: none"> <li>Final BoQ</li> <li>Installation and commissioning Report</li> <li>Test Cases</li> </ul>
4.	Implementation of software module, Mobile app and integration with command & control central for parking locations handed over to the Concessionaire		
5.	FAT, UAT and Go Live Certificate from PMC	T <sub>1</sub> =T+60 Days	<ul style="list-style-type: none"> <li>UAT Report</li> </ul>

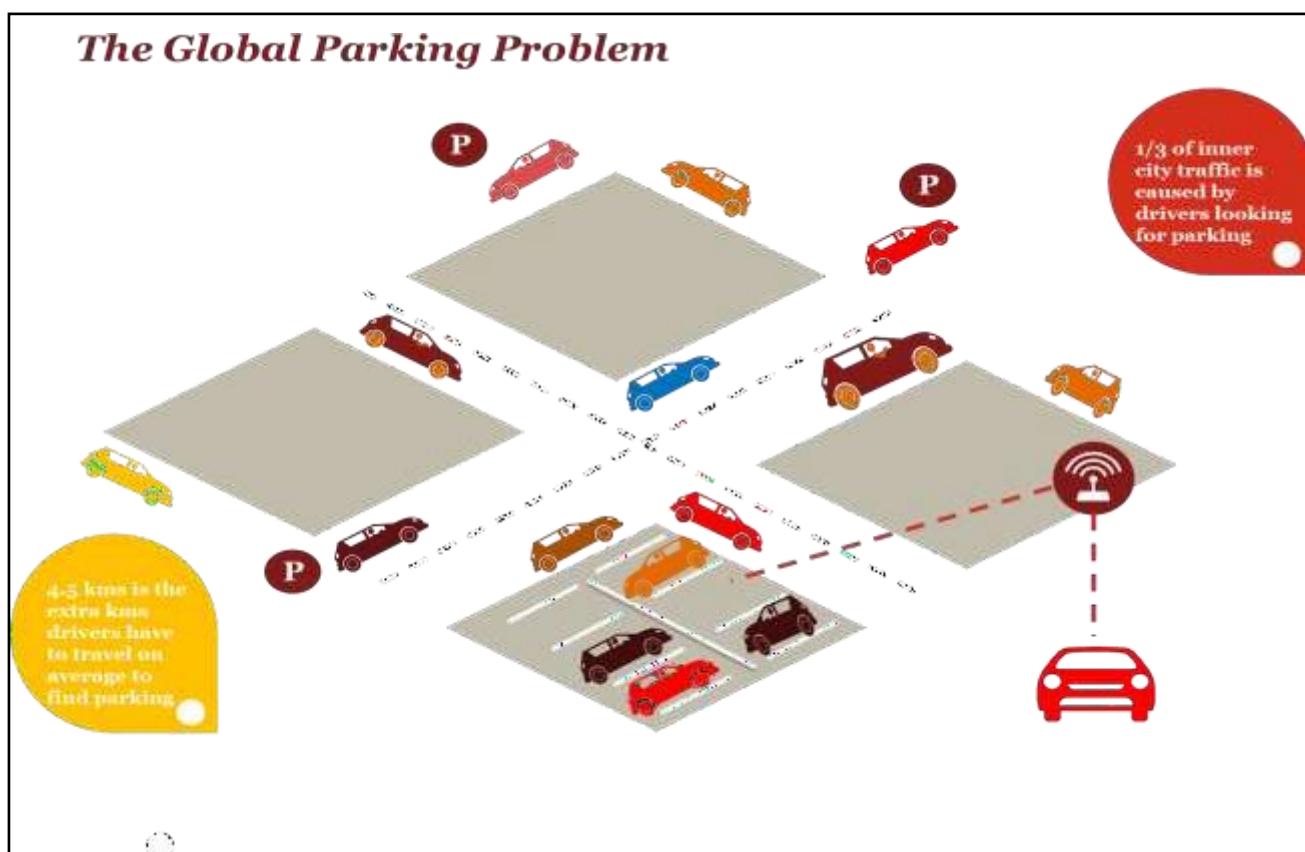
**T is effective date of contract**

**T<sub>1</sub> is Date of Handover of Parking Lot**

## 6. Global Parking Problem and over view of Project

Big cities face big traffic concerns. Population increases and a rise in commuters lead to serious traffic chaos, misuse of parking resources, the inability to properly detect parking violators and enforce parking restrictions, and emissions issues. The growth of personalized vehicles and growing congestion due to limitation on road space have made the provision for parking an important aspect of transportation planning. Assessment of existing parking spaces and of other important locations in Patna corroborated that more efficient parking system along with new parking space is required in Patna.

ICT based Smart Parking is an important intervention for making parking more efficient and user friendly. Smart parking system is Intelligent Parking Systems that delivers safe and efficient parking management with unparalleled customer service satisfaction. The intelligent parking system informs, directs, guides and assists the users with the parking space availability while reducing the time and stress spent to find a parking place.



Major challenges being faced in absence of smart parking are:



## Overview of Project

PMC hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for all smart parking in Patna area on PPP model for the concession period of Five (5) years (excluding 60 days implementation period) extended up to 5 years based on the mutual consent between the Concessionaire and Authority.

## Overview of the Smart Parking

The objective of Smart Parking is to:

- To create an impact and experience with integrated smart parking solutions this enables quick, faster accessibility with single space detection, parking guidance on real-time and allow guests to reserve the parking slot.
- Provide smart solution which reduces the travel time, carbon emission, search time, traffic congestions in the city. In addition, it improves traffic flow within the parking lot with efficient design and creating a safer ecosystem for the guests.

## Challenges with Conventional Parking

Patna Municipal Corporation has various on-street parking lots under its jurisdiction. All of these parking lots are located near public places like market and Financial place, government office, parks, lakes, bus stands etc. These on-street parking lots have been converted into smart parking facilities. However, all parking slots facilities at Patna city which have been constructed by Patna Municipal Corporation All of these all parking facilities have a single entry/exit point and a couple of these kept under video surveillance, feeds for which are stored locally. The parking lots cater to 2-wheeled and 4-wheeled vehicles. Most of these parking lots have no barricading or gates and attendants follow incoming vehicles to hand-out parking receipts. The parking receipts are usually pre-printed, and at none of the locations tickets are issued using electronic machines. The parking lots issued by citizens and tourists for day-to-day activities.

Current Challenges:

### 1. Physical Infrastructure

- a. Sheds are temporarily setup to house the ticket collection and enforcement staff. No formal gateway for entry/exit with IT infrastructure. The civil developer has installed the entry exit boom barriers which are non operational in nature presently.
- b. CCTV Camera along with vehicle counting and timing system are installed all parking lots are either non-operational or feed is stored in local servers which are not integrated with ICC.
- c. No accountability of any organization/people to maintain the existing infrastructure. PMC has is operating the parking facilities presently until the concessionaire is onboard for furtherance.

### 2. People

- a. People's willingness to park their vehicle in the parking lot is limited.
- a. No incentive to follow the process of queuing up for DIY payments when there is no gating or barricade.
- b. Residents in the vicinity of the parking lot may not want to pay for parking their vehicle for fundamental things like buying vegetables.

### 3. Process: Enforcement of disciplined parking habit is a challenge



- a. There is a single combined entry and exit point for 2-wheeled and 4-wheeled vehicles in most parking lots which makes parking charges enforcement a challenge; any smart parking solution would require that the entry and exit for 2-wheeled and 4-wheeled vehicles be made separate and ideally entry and exit not be combined.
- b. Few vehicles remain in the parking facility for months without the facility to have them removed from the parking premises. Some of these vehicles may have been abandoned. This limits the number of parking slots available.
- c. The operations and maintenance of a number of parking facilities is already with PMC. Implementation of a new solution in these parking facilities would be required.

## 7. Scope of Work

The overall scope of work for Design, development, operation and maintenance of parking's Facilities which will be taken care by the concessionaire. Following are the detailed scope in each section.

### 1. Scope of Work for Concessionaire

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. The following scope of work has been envisaged for this project:

#### *Smart Parking Spaces*

- All the parking spots will be allotted to a single successful concessionaire. Bidding on individual parking spots is not allowed.
- Post takeover of each parking space from PMC, civil work and mechanical work (only in to enable the parking space smart, no construction of parking facility is to be done by concessionaire), maintenance of the parking slots, cleanliness of parking facility, coordination with Traffic police for no parking area challan's and towing, and their management is the responsibility of the concessionaire.
- Provision and management of trained manpower for operating parking slots is the responsibility of the concessionaire.
- Concessionaire will be responsible for complete operations and maintenance of the entire parking facility post takeover from PMC.
- To provide and install sensors at each of the parking slot for Cars& Bikes for parking facility. All parking facility including the floors, entry exits etc. should be individually and clearly covered with 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;

- To provide and install necessary complete hardware and software solutions, such as but not limited to boom barriers, auto pay station, handheld devices, porta-cabins, switches, gateway, and guidance system, for all parking spots.
- Provide Parking Management and Parking Guidance System to direct drivers to available parking slots at each floor through LED signage and also through mobile app. Provide and install necessary LED signage which also includes variable messages sign board for guidance to public regarding availability of parking spaces and other necessary information.
- Citizen 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, reservation for specially-able citizens, facility for extension of pre-booked parking space.
- Comprehensive operation and maintenance of all hardware and software installed for this project throughout Concessionaire period.
- Unique identification of each vehicle entering any of the parking lots through bar-coded tickets, NFC enabled Smart Cards, QR Coded entry etc. as applicable.
- To manage and collect revenue as per tariff fixed by PMC for all the parking lots defined in this RFP.
- 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, premium parking demand etc. for the purpose of better management of parking.
- The Smart card that will be implemented through a separate process will also be integrated with the smart parking solution for various payment in city including Parking fee Payments.
- The selected concessionaire (parking Vendor) need to enable the acceptance of Payments through necessary integration.
- Integration with Asset Management system to keep a track and maintain identity of all assets used in this project.
- Shall undertake minor civil repair works, cabling works and road marking works, if required, in the parking lots as per PMC requirement from time to time.
- Provide concessions to the Students, senior citizens and any other at the discretion of the authority for the usage of the facility. The concession would be provided on the monthly passes 'charges. The revenue loss due to concessionaire from pass concession activity would be sufficed from the deduction from the overall revenue to be shared with PMC.
- Install EV Charging points based on the availability and convenience and collect revenue. Revenue against parking while sharing in EV charging fee shall be shared on revenue sharing ratio. The places for installation of EV charging points will be given by PMC

separately. PMC will only provide the place and all other cost related to installation and operation of EV will be done by concessionaire.

- All advertisement rights in parking slots inside or outside shall be reserved by PMC. No revenue will be shared by PMC to the concessionaire in case of any advertisement in and around parking slots.
- Competent authority shall monitored performance of parking agency every month. If the agency's performance is found satisfied, the PMC may increase its parking slots and It not found satisfactory performance, PMC will reduced no. of parking slots
- PMC will provide space to establish Central Command Room to bidder/concessionaire, so that PMC could monitor all process related to parking. The concessionaire will have to establish necessary software and hardware to the command room.
- Qualitative lights will be provided in the parking slot at night time by the service provider
- Concessionaire will be make available monthly pass for permanent shopkeepers near the parking spot at concessional rate.
- Concessionaire will charge infringement fees from consumers who park illegally around the parking spot. The fine amount shall be communicated by PMC to the Concessionaire. The PMC will share revenue generated from fine and penalty as proposed by the Concessionaire in the bid document.
- In case it is found that Concessionaire is indulging in revenue leakage than a penalty of Rs 50,000/- per incident will be applied. PMC shall have right to increase penalty.
- If the concessionaire is found to be indulged in any other irregularity the PMC will impose fine or penalty as per the rate fixed by the PMC.
- Installation of CCTV camera with traffic counting system.

### Key Components of a Smart Parking,

- **Parking Managements System : Off Street Parking**  
The Concessionaire, in accordance with law, shall make the following arrangements, at his own cost, round the clock at the parking site. The Service Provider shall not be entitled to any remission, whatsoever, on these points.
  - i. Complete illumination of entry & exit points of site with glow signs.
  - ii. Drinking water facility
  - iii. General upkeep and cleanliness within and around the parking site.
  - iv. Functional fire-fighting systems.
  - v. Functional public address system.
  - vi. If needed, functional power back up through generators.

- vii. Prevention of any kind of water logging.
- viii. Insurance of the site.
- ix. The contractor shall be liable and responsible for any loss of life and/ or physical harm to the public on account of negligence on the part of contractor in maintaining the site properly. The contractor shall ensure that all the exit gates are operational round the clock.
- x. Entry Stations - Automated ticketing system
- xi. Exit parking systems
- xii. Auto pay stations/ Central Pay stations

- Parking Guidance System
  - Off Street Parking ( Open& Covered parking lots) -facility guidance systems
- Web Portal and Mobile app for consumers
  - Parking Identification, Pre booking, payment and navigation
- Control and command center
  - Establishment of command center
  - Integration with Integrated Command and Control Center system
  - Data management, analytics and Business Intelligence on real time basis
  - Monitoring of real time transactions, parking availability, pre booking, season parking and parking enforcement
  - Management of Equipment status and alarms on real time basis
  - Dash boards and reports

## 2. Project Engagement Model

The Engagement model is bifurcated into following two stages-

- Implementation Stage
- Operation and Maintenance Stage

### *Implementation Stage:*

- Implementation of smart parking solution in Phases.
  - Within 60 days from the date of handing over of all parking facility, complete smart parking solution is to be implemented and operation as per scope defined in this RFP document.
  - During implementation phase of 60 days, the revenue generated until go-live of the project would be collected by concessionaire and concessionaire would share this revenue with PMC.

### *Operation and Maintenance Stage:*

- Total Concession period is five (05) years and further extended 5 years on the base of performance (excluding 60 Days installation of software) from the date of Go-Live of all parking lots as per the signed concessionaire agreement.

- The Concessionaire will start operation and maintenance of all parking lots from the date of Go Live of parking lots by PMC to the concessionaire.

The Concessionaire 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.

The Business model as follows:

1. Parking charges are to be collected by the concessionaire by using payment device based mechanism from the date of handing over of the parking lots by PMC to the concessionaire on as and where basis.
2. This payment should be month on month basis based as per the instructions released by PMC.

### Operation and Maintenance (O&M) Guidelines

The concessionaire shall follow the following Operation and Maintenance guidelines:

- The concessionaire has to adhere to the operation and maintenance policies and procedures, to be defined in SOPs to be developed by Concessionaire within 45 days from engagement in consultation with PMC, PMC and Consultant of PMC, 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 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 customer service improvement, enhanced economic impact generation which is the key to this project operation.
- Concessionaire will be responsible to deploy on-field resources for appropriate up-keeping, maintenance, and operation of all equipment, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of Five (05) years and further extended 5 years on the basis of performances (excluding 60 days installation hardware and software). The Bidder has to manage all the parking slots facilities and collect revenue.
- 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, 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 up to a period of Five years from the date of handing over of all agreed Parking lots to the concessionaire. The concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals throughout the concession period.
- The concessionaire 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.

- The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate Service Level Agreement reports from the SLA monitoring tool.
- The team shall be required to take regular backup of the application data as per the frequency defined by PMC. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of concessionaire.
- The concessionaire shall ensure that the team has appropriate skill-sets for managing networking, hardware and application software tools.
- All patches and updates to any software and hardware devices shall be provided by the Bidder without any additional costs throughout the tenure of the Concession Agreement.
- Periodic Revenue audit & Quality Audits to be performed every quarter by PMC team.
- There has to be Functional and Behavioral Training to be provided to the staff once a year by the concessionaire and relevant report to be submitted to the authorities of PMC. These reports will be part of the quality audit reports.
- Insurance coverage for the Parking facility for each parking facility covering the damage or theft of the vehicle and injury to a personnel in the parking facility. Any claim related to damage or theft of the vehicle and injury to a personnel in the parking facility are responsibility of the concessionaire.
- Relevant number of fire extinguishing equipment has to be installed and necessary clearance to be taken by Concessionaire.
- All statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under ESI and PF act to be taken care by the concessionaire.
- General maintenance, upkeep and cleanliness of the parking lots is the responsibility of Concessionaire.
- Concessionaire has to replace the hardware, software or manpower in case of fault, Malfunction etc. within the concession period.

### Milestone, Deliverables, and Time Duration

During project the bidder shall submit the deliverables as mentioned below as per the timelines mentioned below.

S. No.	Project Implementation Milestones	Timelines	Deliverables
1.	M1	T+15 Days	1. Project Plan 2. Risk Management & Mitigation Plan

			3. Site survey Report
2.	M2	T+30 DAYS	1. System Requirement Specification Document 2. Function Requirement Specification Documents 3. Requirement Traceability Matrix
3.	M3	T+45 Days	1. Final BoQ 2. Application Architecture Documents 3. Network Architecture Documents 4. GUID e signs 5. SOP documents 6. Change Management Plan 7. Logical and Physical Database Design 8. Data Dictionary and data definitions 9. IT and Non IT Installation and commissioning Report 10. Test Cases and Plans
4.	M4		
5.	M5		
6.	M6	T <sub>1</sub> =T+60 Days	1. UAT Report 2. Application Deployment and Configuration Report 3. Integration Testing Report 4. Go-Live Report

*T is effective date of contract i.e. Commencement of Work*

*T<sub>1</sub> is Date of Handover of Parking Lot*

## 8. Responsibilities of PMC and Concessionaire

### PMC

- PMC will provide permission in writing, for electric supply provision, civil works , toilet facilities.
- Minimum space required for installation of Gateway, Switches, Routers, Cameras, LED/LCD displays etc. for smart parking services will be provided free of cost by PMC.
- PMC will provide support for integration with ICC.
- At the end of the concession period, all rights given to the Concessionaire shall be terminated automatically.
- PMC shall provide single window clearance, where PMC has full control and jurisdiction, to the Concessionaire for the purpose of this RFP document
- PMC shall undertake major civil repair works, resurfacing and marking works, if required, in the parking lots as requested by the concessionaire and approved by PMC from time to time.

### Concessionaire

- Design, develop, provide, install, manage, operate and maintain the smart parking

system as defined under BoQ section as mentioned 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.

- Operate, maintain and manage all hardware, software and services covered in this RFP document throughout the concession period.
- The Concessionaire 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.
- Watch and ward of the assets/ services created in this project. The Concessionaire has to replace the material(s) / equipment(s) / device(s) in case of any theft or loss due to any other reasons, which affects the services/ assets under this project.
- Erect suitable steel structures at its own cost for installation of LED signage for parking guidance and management system. These structures/ poles shall be of stainless steel, and aesthetically designed and structurally stable and as per PMC specifications. The concessionaire shall also indemnify PMC for any damage due to such structures.
- PMC will be the owner of all dismantled existing equipment from the parking facility and all such equipment shall be handed over to PMC/PMC, not later than a fortnight from date of such dismantling along with the detailed report of the dismantled equipment's under the presence of the PMC representative.
- Mark all the boundaries of each parking slot in the All Parking facilities under this RFP document.
- Provide adequate battery bank to ensure uninterrupted power supply to all hardware (equipment, devices, etc.) covered under this RFP document.
- All physical assets created under this RFP as per Bill of Materials (BoM), will become the property of PMC at the end of Concession period or at termination of the concession, whichever is earlier, and the Concessionaire will not have any legal right on these assets.
- At the end of the concession period of Five (05) years and further extended 5 years on the basis of performance (excluding 60 Days installation of hardware and software) of O&M, the Concessionaire has to hand over all physical assets belonging to PMC in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, PMC will get it rectified at the risk and cost of the Concessionaire. Performance guarantee of Concessionaire will be released only after successful handing over of the all physical assets in working condition to PMC.
- Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire, shall have to be made good by the Concessionaire within 72 hours of such damage, failing which PMC will issue a notice to concessionaire asking for justification. Concessionaire will be required to respond to such notice within 3 working days. In case it is found out that the current issue at hand is out of control of Concessionaire then problem will be solved jointly by PMC and



Concessionaire based on their agreement. Else, Concessionaire will be required to do the needful within 72 hours of the decision made by PMC.

- The location of Parking facility and area given under this RFP document is based on preliminary survey. Area may change while preparing detailed design and execution of this project. During the Concession period, new parking lot(s) (for On-Street, Off-Street or all parking facility may be added by PMC and the Concessionaire has to cover such lot(s) under the scope of this project with the agreed Parking Tariff.
- For any complaint registration by users, provisions shall be made by the concessionaire in Citizen App and web portal. Dedicated Whats App number/ Help line number shall be provided to citizens for any complaints/suggestions/feedback with regards to parking. The same shall be monitored by the concessionaire and adequate responses shall be delivered to citizens within 48 hours.
- The concessionaire shall honor the Parking Passes/Stickers issued by PMC and other Government Duty Vehicles of PMC/PMC and will not charge any parking fees from the user of such vehicles. Such non-charging of parking fees by the concessionaire shall have no interference on concession fees to be paid by the concessionaire to the PMC, and the concessionaire cannot make any claim on the account of non-charging of parking fees from such vehicles. PMC shall provide the database of passes/stickers (Vehicle Number, pass/sticker No., Type of Vehicle – Car, Scooter, Motorcycle etc.) issued by it to the concessionaire in the software provided by the concessionaire for this purpose on real-time basis.
- The Concessionaire shall take metered electricity for parking sensors, gateway, router/switches, LED signage / displays, Parking guidance system and all systems for underground/over ground parking equipment etc. and for all equipment installed in Central Control Centre.
- The Concessionaire shall integrate the parking mobile app and the web portal with the PMC App, and with the PMC Integrated Command & Control Center
- At the time of completion of implementation period (i.e. 60 days from the date of handover of the parking lots to the concessionaire by PMC), the Concessionaire shall inform the PMC in writing for the same along with a list of all the assets (details of equipment, software, services etc.) deployed during the implementation period under this RFP document, including their costs. The Concessionaire shall update such assets list on yearly basis throughout the concession period.
- 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.
- The concessionaire shall be responsible for any theft/ damage/ loss of vehicles parked in parking lots and shall be responsible for settlement of the dispute, if any, including under the Court of Law, and also follow all instructions and guidelines issued by Patna Police / statutory rules & regulations / PMC for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
- 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 Concessionaire will detect analysis and do mitigation of vulnerabilities and protect Central Control Centre including Data Centre from cyber-attacks throughout the concession period.

- Propose additional measures to increase occupancy of parking lots. However, the Concessionaire will be required to take approval from PMC before implementation of any measures to improve the parking efficiency.
- Ensure at all times that the parking lots are utilized by cars, cabs, two- wheelers, and other small vehicles, but no heavy or medium Financial vehicles are parked in specified parking lots unless the parking slot / lot is dedicated to buses.
- The Concessionaire will provide necessary hardware, support, data and other required information for setting up and integration of smart parking solution with Integrated Command and Control Centre.
- Responsible for and provide security at the parking lots, and shall report crimes in parking lots to Patna Police and PMC without fail.

### 3. Proposed Parking Lots for concessionaire

Patna Municipal Corporation (PMC) presently owns all parking facilities which was constructed and handed over by Patna Municipal Corporation. Presently, all parking slots are operational in nature and PMC takes cares of its operations through employed manpower via manual intervention.

## 9. Location of Parking Slots

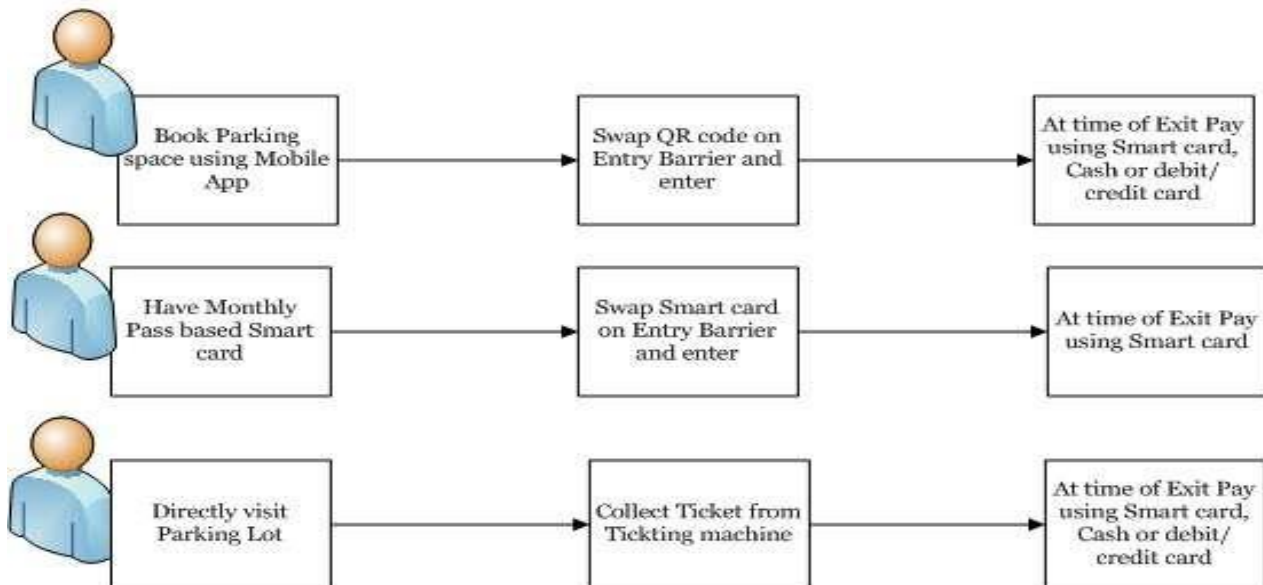
S.no.	Parking slot	Circle	Types
1.	Vidhut Bhawan ke samne sadak ke dakshin taraf	NCC	Smart Parking
2.	B N College Ashok Rajpath Road car parking gate ke samne	NCC	Smart Parking
3.	Dak Bungalow chouraha, Maruti showroom	NCC	Smart Parking
4.	Pesu and PHED office ke north side	NCC	Smart Parking
5.	K B sahay murti ke purab taraf pool nirman nigam ke karyalaya tak	NCC	Smart Parking
6.	S.K. puri park ke Najdeek	NCC	Smart Parking
7.	Eco park ke najdeek (gate no. 2 and 3 ke samne)	NCC	Smart Parking
8.	Sahdev mahto Park (dono road ke beech me)	NCC	Smart Parking
9.	Patna womens college ke pass Mont Carmel se PWC tak	NCC	Smart Parking

10.	Manniya Vyavhar nyayalaya hanuman mandir ke samne	NCC	Smart Parking
11.	Maurya lok Complex	NCC	Smart Parking
12.	Kali mandir ke najdeek	NCC	Smart Parking
13.	Maharaja kameshwar complex ke samne	NCC	Smart Parking
14.	Hartali Mod se Bouring road chouraha (road ke beech me vending zone ke alawa)	NCC	Smart Parking
15.	Multi level parking Budhha Smriti Park Ke nikat Mahaveer Mandir ke samne (Near Railway Station)	NCC	Smart Parking
16.	Transport Nagar Truck Stand	Kankarbag	Smart Parking
17.	Bank of Baroda ke pass	Kankarbag	Smart Parking
18.	Rajendra nagar ROB se Central school tak	Kankarbag	Smart Parking
19.	Munna Chouk se bhunja dukan ke purab taraf kumhrar toli tak	Kankarbag	Smart Parking
20.	SBI ke samne	Kankarbag	Smart Parking
21.	Tempo Stand ke najdeek vahan parking	Kankarbag	Smart Parking
22.	Peoples community hall se viklang bhawan tak	Kankarbag	Smart Parking
23.	Deluxe sochalaya new se Shriram hospital tak	Kankarbag	Smart Parking
24.	Super market 99 ke samne	Kankarbag	Smart Parking
25.	Electric office ke samne road no. 2	Kankarbag	Smart parking
26.	Inter State Bus Terminal (meethapur Bus Stand)		Smart Parking
27.	Bouring cenal road se panch mandir se rajapur brijpool tak (road ke beech me vending zone ke alawa)	Patliputra	Smart Parking
28.	Bouring road chouraha se panch murti tak (road ke beech me vending zone ke alawa)	Patliputra	Smart Parking
29.	CDA building se Bhattacharya path (mandir plastic house se Bhattacharya path tak)	Bankipur	Smart Parking
30.	Near Ghyana Ganga	Bankipur	Smart Parking
31.	Kadamkuan me Ghyana Ganga ke Charo taraf	Bankipur	Smart Parking
32.	Raj Furniture shop ke najdeek	Bankipur	Smart Parking
33.	Vaishali Golambar se Dinkar golambar tak (sadaq ke divider ke tircha)	Bankipur	Smart Parking
34.	Patna market ke najdeek anjuman Islamiya	Bankipur	Smart Parking
35.	Raj rang shop ke najdeek	Bankipur	Smart Parking
36.	Nigam pump sump house dinkar golambar ke purab	Bankipur	Smart Parking
37.	Shiva sweets ke najdeek Kadamkuan road	Bankipur	Smart Parking
38.	Amit medicals ke najdeek Kadamkuan road	Bankipur	Smart Parking

All the parking facilities are presently in operational phases with conventional ticketing technique.

Bidders are advised to visit site and conduct required assessment and survey for the preparation of the bid response.

The user will be able to use the parking facility in three ways:



#### 4. Integrations

- The centralized smart parking solution will be integrated with the Integrated Command and Control Center (ICCC) and provide real-time statistics and data along with control to the operators and other stakeholders in the ICCC.
- Integration with Mobile Application i.e. mobile app has to be integrated with the proposed solution. This integration should be API based whereas two way communication with application shall be provided to book the ticket, payment, and analysis.
- The Smart Parking solution needs dedicated Wi-Fi connectivity as enabler for communication layer for all data communication from Sensors to parking servers.
- The parking solution also needs to be integrated with Mobile apps for allowing online slot reservations and payments.
- Integration with Asset Management system to keep a track and maintain identity of all assets used in this project.



## 10. Proposed To – Be Intervention

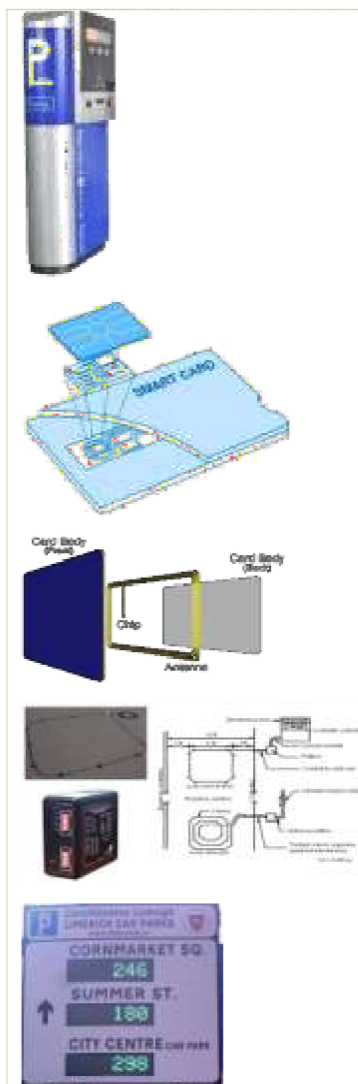
The smart parking system informs, directs, guides and assists the users with the parking space availability while reducing the time and effort spent to find a parking place.

Smart Parking system is a parking guidance and payment system that helps drivers make smart decisions in order to reduce congestion, make the most of available spaces, and increase the profitability of parking facilities. This system assists motorists in finding available parking in multiple parking zones— allowing them to decide where they will park long before they reach critical intersections. In addition to guiding the motorist to these open bays, Smart Parking achieves the goal with minimum effort in the shortest time possible.

The Smart Parking System will includes the following five basic elements:

- **Parking facility monitoring subsystem:** Monitors the ingress and egress of vehicles at the parking facilities.
- **Parking information signs:** Provides parking facility occupancy and directional information to drivers at decision points
- **Communications subsystem including vehicle detectors:** Facilitates communication between the central computer, vehicle detector system, and the parking information signs.
- **Central computer system:** Calculates lot occupancies from vehicle detectors, commands signs to show required message and allows operator intervention.
- **External interfaces:** Facilitates communication between the central computer and external systems.

Component	Component Name	Description
 	<ul style="list-style-type: none"> <li>• Entry/Exit barrier with loop detection For Parking And Vehicle Access Remote Control</li> <li>• Handheld Ticket Dispenser</li> </ul>	<ul style="list-style-type: none"> <li>• Generally Installed at Entry / Exit barriers, these are unmanned station which allows entry / exit based upon the information logged in scanner installed near by</li> <li>• A hand-held device to dispense ticket to incoming users along-with other necessary details</li> </ul>



- Automatic Ticket Dispenser

- A Do-It-Yourself machine which enables users to print ticket themselves as per their convenience

- Smart Cards & Readers

- The SMART cards are cards that can be loaded and reloaded with money
- It includes an embedded integrated circuit (IC) chip that can be either a microcontroller with internal memory or a memory chip alone
- The card connects to a reader with direct physical contact (i.e. a contact smart card) or through a remote contactless electromagnetic interface (i.e. contactless smartcard)

- Inductive Loop Detector

- Physical Loops installed to capture the count of vehicles crossing over a designated line /area

- Variable Messaging Displays

- To be installed outside Parking Lot in visible Public Areas displaying Real Time Availability in one or more Parking Lots



- CCTV Camera along with vehicle counting and timing system

- Car wheel lock

- Parking Management and Guidance Solution

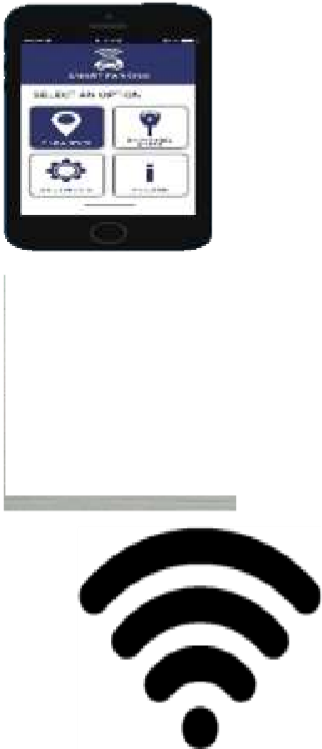
- Controller

- Use of Camera and relevant Video Software to capture designated area of Parking virtually and also to count the number of vehicles along with their time of stay in parking lot.

- Enforcement Device for users who haven't paid the dues or parked in non-designated Area

- To Guide the vehicle owner about the parking slots availability etc

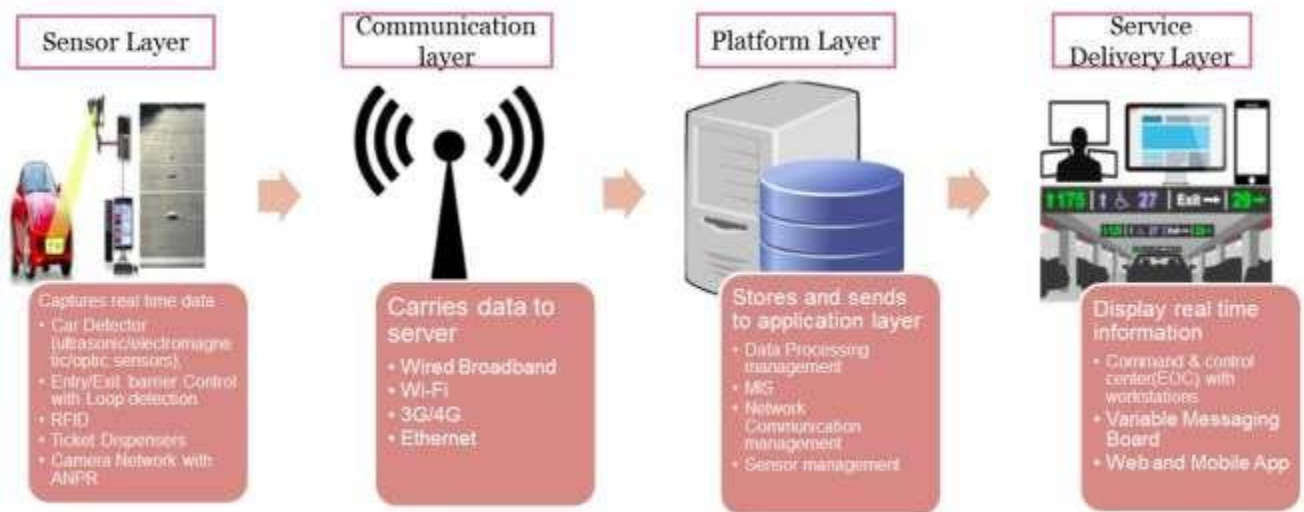
High Performance TCP/IP intelligent vehicle counting system Controller with display to indicate available parking slots & other accessories, Capable of connecting with multiple displays, loop sensors, Enclosed in Tamper

	<ul style="list-style-type: none"><li>• Mobile App</li><li>• Wireless Gateway/ Root AP</li></ul>	<ul style="list-style-type: none"><li>• To provide users with information like the Availability of Parking Spaces, Near most Parking Lot Available or any relevant information pertaining to Parking Management</li><li>• It is required for dedicated connectivity across all parking lots.</li></ul>
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# 11. Functional and Technical Requirements

## • Solution Architecture

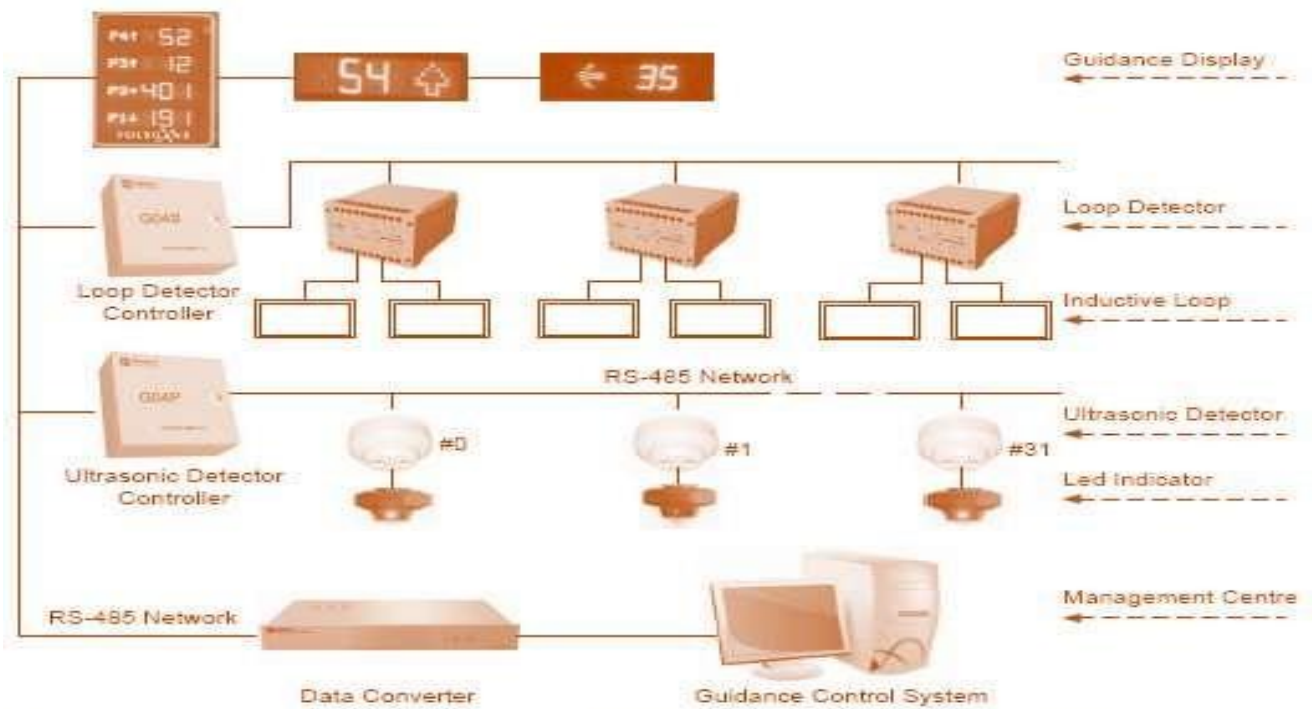


**Sensor Layer:** All edge devices including ticket dispensers are part of this layer. It is the layer that directly interfaces with the end-user. It is in this layer that physical counting of vehicles through touch points would happen. The sensors used serve as the backbone for the entire Parking Management System. These Geo- magnetic/Infrared/Ultrasonic sensors and devices send real time update and parking availability to the Parking Command Centre or the Parking Management Software which manages the Parking data for the entire city. The availability is then communicated to the citizens and platforms which are looking for parking information. This data can be used to enable payment systems, manage enforcement and maximize capacity of space. The Sensor Layer shall also enable payments through Smart Cards, and allow the use of handheld by on-ground personnel to collect parking charges from users.

Smart parking systems can be implemented using variety of technical solutions and some of the commonly used techniques are as following:

- Vehicle detection at entry and exit by use of inductive loops and parking slot detection via photo sensors.
- Vehicle detection at entry and exit by camera based detection and parking slot detection via ultrasonic/infrared/magnetic sensors.
- Vehicle detection at entry and exit by use of FASTAG tag for four wheeler and parking slot detection via ultrasonic/infrared/magnetic sensors or any other relevant technology.
- A combination of any of the aforementioned





It shall collect and display real-time information on parking availability for drivers, utilize detection mechanism to count the vehicles as they enter and leave parking lots, display real-time information to drivers via variable display signs (VDS) located at the Decision Points and mobile applications.

1. **Communication Layer:** All the edge devices, data center devices and service delivery devices would interact with each other through this layer.
2. **Smart Parking Platform:** All the management servers and data processing servers are part of this layer. The entire logic of the smart parking solution shall reside on this layer. The Parking Command Centre or the Parking Management System is a powerful tool which interacts with all the sensors deployed for the Smart Parking project. The system collates data from the sensors and the mobile app and directs the citizens to the nearest available parking slots. Alerts related to asset theft and asset maintenance are also an important feature of the system software. The control and monitoring software collects all the information generated by the sensors and allows parking operators to make adjustments remotely. Furthermore, it stores historic data of the use of the parking facility to ease decision-making and predict future trends.
3. **EOC:** This is the administrator layer. Various agencies shall use shall use workstations and other mobile devices to monitor these parking. Data such as Occupancy Rate, Peak Occupancy, Daily, Weekly and Monthly collections, etc. must be made available through MIS reports.
4. **Service Delivery Layer:** The end-user shall be able to book parking spaces through web-based portal as well as through a mobile app. The mobile app will allow citizens to check availability of parking slots on their smart phones before setting out. The driver gets full details of the parking options available including prices, out of hour's times and restrictions if any. The citizens can then choose the parking slots which are best suited to their requirements. The mobile app will also have the functionality to guide the drivers to the best available spaces with clear directions.

## Key Design Considerations

The following technical architecture has been designed taking into consideration some of the following aspects as guiding principles:

1. **Scalability** - Important technical components of the architecture must support scalability to provide continuous growth to meet the growing demand of the city traffic. The system should also support vertical and horizontal scalability so that depending on changing requirements from time to time, the system may be scaled upwards. There must not be any system imposed restrictions on the upward scalability in number of field devices. Main technological components requiring scalability are Storage, Bandwidth, Computing Performance (IT Infrastructure), and Software / Application performance.
2. **Availability** - Componentsofthearchitecturemustprovideredundancyandensurethatarenosingl point of failures in the key project components. Considering the high sensitivity of the system, design should be in such a way as to be resilient to technological sabotage. To take care of remote failure, the systems need to be configured to mask and recover with minimum outage. The bidder shall make the provision for high availability for all the services of the system.
3. **Security** - The architecture must adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc. Successful bidder must make provisions for security of field equipment as well as protection of the software system from hackers and other threats. Using Firewalls and Intrusion detection systems such attacks and theft should be controlled and well supported (and implemented) with the security policy. The virus and worms attacks should be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There will also be an endeavor to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs would be properly stored & archived for future analysis and forensics whenever desired. RMC may carry out the Security Audit of the entire system in approx. 3 months of Acceptance / operational through a Third Party Auditor (TPA). The following guidelines need to be observed for security:
  - Build a complete audit trail of all activities and operations using log reports, so that errors in system – intentional or otherwise – can be traced and corrected.
  - The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen.
  - Access Controls must be provided to ensure that the system is not tampered or modified by the system operators.
  - Implement data security to allow for changes in technology and business needs.
4. **Manageability** –Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and be able to match the growth of the environment.
5. **Interoperability**-The system is designed to take inputs from other third party systems as per situational requirements.
6. **Open Standards** – System is designed to use open standards and protocols to the extent possible without compromising on the security.

## Network Architecture

The network architecture is divided into 2 parts:

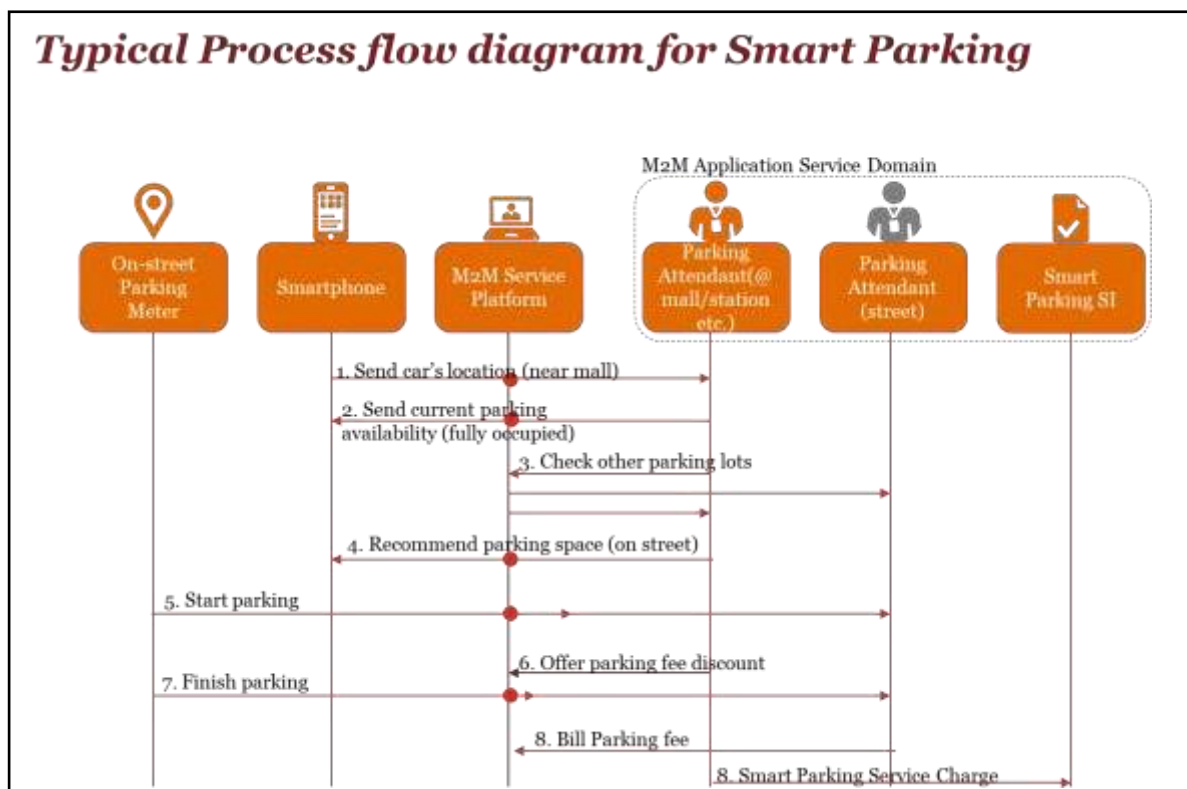
1. The network at the parking facility which is the back haul that will be provided by the service provider to the implementation agency
2. Consists of a last mile network that is needed to connect the edge devices with the backhaul network and will be required to be built to ensure converged communication.

For meeting the objectives of the Smart parking project, connectivity for all edge equipment, access/aggregation points, storage and Data Centre will rely on the bandwidth services to be provided by the Network Service Provider. Initially, it has been envisaged to operate on shared network bandwidth services of Network Service Provider. Further, the connectivity of edge equipment's with the Data Centre would be migrated and served by optical fibre which would be laid by PMC in their future smart solutions projects.

Bidder is free to create one data centre at anyone of the facility using innovative technology. This data centre would further be integrated with Data Centre (DC) of Integrated Command & Control Centre (ICCC).

The proposed network will be a MPLS backbone of the network service provider depending on the feasibility & Financial viability at every region. However, any options that are suggested will be built on the above mentioned blocks.

## Functional Requirement Specification



The smart parking solution is envisaged for all parking facility. These parking facilities are managed by PMC through hired manpower manual operations.

### Identifying vehicles at Entry/Exit

- a. The smart parking solution should be able to count the number of vehicles entering and exiting any parking structure.
- b. The smart parking solution may use video camera based analytics or other loop based sensor solutions to determine number of vehicles entering and exiting parking lots.
- c. The smart parking solution must geo-reference all the parking lots.

## 1. Visibility of vacant parking spaces and Fare Revision

- a. The total number of slots and free slots for parking must be displayed on a digital signboard near the entrance of the parking facility
- b. The smart parking solution should report occupancy of parking facility to a central software application deployed at the Integrated Command and Control Center.
- c. The smart parking solution should enable PMC to obtain real time situational awareness about the occupancy of parking lot through smart dash board.
- d. The smart parking solution should enable citizens to obtain real time space availability and slot reservation capability via mobile app or web client.
- e. The smart parking solution should facilitate real time revision of parking fees and should enable real time communication of rules to handheld terminal, parking kiosks and smart card readers.

## 2. Ticketing

- a. The smart parking solution should enable PMC/PMC or any other appointed third party to facilitate generation of parking receipts and tickets based on occupancy of parking lots.
- b. The smart parking solution needs to have parking ticket vending machine at the entrance where the ticket can be issued by the machine on pressing the button by the user/ operator. Further, the solution will have provision for a handheld device through which parking receipts can be generated on payment of fees through card or cash.
- c. The ticket, QR Code and Smart Parking Card or any other technology used by the concessionaire should be capable of capturing data that is easily retrievable at the exit.
- d. Should include the provisions for the following types of parking reservations:

**Walk-In Parking:** This category of parking will include the citizens who drive in to the parking without any prior booking. The citizens can be provided with a QR coded ticket or any other advanced technology as deemed fit by the Concessionaire.

**Online Reservation of Parking spots:** The citizens should be able to reserve parking spots through online web application or the Citizen Mobile app. The pre-booking would be retained for a specific period of time and reassigned in case of no show. The motorists booking parking slots under this category can be identified with a QR code based or any other advanced technology as deemed fit by the Concessionaire.

**Pass Based Parking:** There should be an option for users to buy Monthly, Quarterly or Yearly passes for hassle free experience. The motorists opting for this category would be identified using RFID and FASTAG (for four Wheeler), NFC based smart card or any other advanced technology as deemed fit by the System Integrator.

**Premium Paid Parking:** There should be an option for users to choose premium parking spaces for e.g.: near the entrance or exit. The corporate offices/Shops Owners can also choose this option to reserve premium parking space for their employees. The motorists opting for this category would be identified using RFID and FASTAGE for four Wheeler based, NFC based smart card or any other advanced technology as deemed fit by the Concessionaire.

**Smart Card based Parking:** There should also be an option for users to be able to enter by flashing the smart card without any need to generate ticket.

### 3. Payment

- a. The payment collection can be done via card as well as cash (manually) at the kiosk where parking ticket can be shown/ given to the staff at the exit. Parking staff should be able to scan the ticket and provide the printed receipt.
- b. The system must be tamper proof.
- c. Smart Cards shall be provided to regular users of the parking lots. The Smart Card must have the details of the user, the registered vehicle number.
- d. For four wheelers, there should be provision to collect payment for parking via Fastag method.

### 4. Compliance

- a. The smart parking solution should retain videos of car entering /exiting the parking zone as per the security parameters defined in the tender.
- b. The Concessionaire must ensure that all parking slots are individually and clearly marked. The smart parking solution should enable accounting and mapping of individual parking spots.
- c. There should be a provision to increase or decrease the number of parking spaces that can be reserved online through web client or mobile App, and same must reflect on web clients or mobile apps.

### 5. Accessibility of real time Parking space availability over Web client and Mobile App

- a. The smart parking solution should provide real time location based view to citizens about proximity of parking lots and availability of parking lots.
- b. The smart parking solution 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.
- c. A mobile application and web based user interface should be provided with the following features:
  - i. The application should have citizen module and officer module.
  - ii. The citizen should be able to see all the parking lots with exact available space in a real time mode.
  - iii. While locating nearest parking lot, the most updated parking slot availability should be given to the user.
  - iv. Through the citizen module, the user should be able to locate nearest parking facility and also pre- book based on his geographical coordinates. The same information must be made available on map with routing information.
  - v. Citizens should be given an option to extend the pre-booked parking space
  - vi. Reservation should be permitted for specially-abled citizens too.
  - vii. A convenience fee will be charged for all online booking, and there will be some penalty levied in case of cancellation after the specified time period. The cancellation fee however



in this case would not be more than 25% of the parking fee paid by the user.

- viii. The application should have a compliance officer module where Patna designated inspector / operator will be able to check compliance of slot occupancy against the fees paid by the citizen.
- ix. The citizens should be able to generate MIS report to view their occupancy of parking lots over a defined time period.
- x. The administrators should be able to generate MIS report to view occupancy, collection and other usage statistics over a defined time period.

## 6. Integration

- a. Hardware: Integration information related to all Smart Parking components, including hardware components like Entry and Exit devices, barriers, handheld wireless devices, sensors, Smart Cards and software applications to perform parking related functions like payment, reporting, tracking, providing guidance etc. This information will be monitored and managed in the Emergency Operations Center.
- b. Integrated Command and Control Center: Integration with ICCC for continuous monitoring and be able to respond for any failure of hardware components or any emergency situation at Parking facility.
- c. Mobile App or web client: Integration with Mobile App and web client to provide real time information on the availability of spaces in nearest or all parking facility.

## 7. Accounting

- a. Should provide an application with analytics capability for providing details such as Usage and Vacancy periods, premium parking demand etc.
- b. The solution should be automated, reliable, cost effective, secure, scalable, environment friendly, energy efficient, and must entail minimum human intervention for day-to-day parking management.
- c. System should be able to integrate with ITMS application, In order to identify restricted or not listed vehicles etc.
- d. The smart parking solution should enable the above functions with minimum manual intervention.
- e. The Concessionaire would conduct a detailed Survey to study, validate and submit all updated documents, survey reports and maps as part of the proposed solution to PMC
- f. The existing parking management manpower/contracts would be honored till the Go-Live of the Smart Parking Project. As soon as the Smart Parking of All parking facility get Go-Live Certification from PMC, the Concessionaire would pay Parking Revenue to adjusted with annual inflation at the start of each year.
- g. The Concessionaire would be responsible for implementation and maintenance of all elements of Smart Parking initiatives for all existing RMC parking slots for the entire duration of the project
- h. The Concessionaire will be responsible for all civil and installation work related to last mile connectivity, power supply extensions to devices, installing devices and equipment, and any other networking, communication, and infrastructure requirement related to Smart Parking
- i. The Concessionaire shall provide comprehensive warranty for all hardware, software and networking components
- j. The operations and maintenance (O&M) shall be for a period of 5 years, post go-live, as approved by PMC for Concessionaire.

## Technical Specifications

- A. Entry/Exit Barriers**
- B. Handheld Ticketing Dispenser**
- C. Automatic Ticket Dispenser**
- D. Parking Management and Guidance Solution**
- E. Variable Messaging Board**
- F. CCTV Camera along with vehicle counting and timing system**
- G. Smart card reader**
- H. Loop Detector**
- I. Any other hardware/software as required**

## Other Activities

### Survey and Commencement of Works

All Parking's envisaged for the project has been constructed and delivered to PMC. However, if some civil works are required then prior to starting the site clearance, the Concessionaire shall carry out survey of all facilities as specified in list of Proposed Locations. PMC shall be fully informed of the results of the survey and the amount and extent of the demolition and site clearance shall then be agreed with PMC.

### Lightning-proof measures

The Concessionaire shall comply with this technical specifications, take into account of lightning-proof and anti-interference measures for system structure, equipment type selection, equipment earthing, power, signal cables laying. Concessionaire shall describe the planned lightning-proof and anti-interference measures in the technical documents.

Corresponding lightning arrester shall be erected for the entrance cables of power line, video line, data transmission cables. All crates shall have firm, durable shell. Shell shall have dustproof, antifouling, waterproof functions; capable to bear certain mechanical external force. Common equipment protection needs 25KA surge suppression device and important device shall have 50KA surge suppression device.

Signal separation of low and high frequency; equipment protective field shall be connected with their own public equal power bodies; small size/equipment signal lightning arrester shall be erected before the earthing.

### UPS Lightning Protection

All the lightning protection devices of the power supply system are installed in the low voltage distribution system, forming the lightning protection system of bipolar input protection for the protection of UPS power supply system.

### IT Equipment Lightning Protection

IT includes servers, switch, and routers and so on. To make sure the absolute safety of the equipment,

with the all-pervasiveness of lightning strikes, along with the impact of the electrical Network surge upon the equipment, it is necessary to install a third level lightning protection components on the power distribution cabinet of the IT equipment.

1. Lightning protection equipment
  - a. Single-phase power supply lightning arrester
  - b. Network signal lightning arrester
  - c. Earthling System

Lightning protection components first function is to absorb and release lightning current, also a way of equip-potential connector. The protection theories for all the lightning protection components quickly respond to the lightning strikes in an instant, to make sure that the equipment, the earth, buildings and affiliated buildings can be connected into one equip-potential entity, to avoid the damage done by over-voltage. The key to realize being equip-potential lies in the ground wire system of the whole computer room.

- d. Cabling Infrastructure

The SI shall ensure the installation of all necessary cables and connectors between the field sensors/devices assembly, outstation cabinets, for pole or cantilevers mounted field sensors /devices on sign bridges, the cables shall be routed down the inside of the pole or sign bridge and through underground duct to the outstation cabinet field sensors /devices mounted on rooftops, the cables shall be routed through ducts within the building and through underground duct to the outstation cabinet All ducts shall be HDPE as per TEC Specification (Govt. of India).

## 12. Project Management

### Project Governance Structure

Project governance is extremely important to be set out at the start of this project. The project governance structure will set out clear responsibility and accountability within the authority for the delivery of the project. It will provide the stakeholders in the authority the ability to manage their interest in the project and support the project implementation team to deliver the required outcomes by providing resources, giving direction and timely decision taking. The governance body will also acts as a forum for any issue resolution and support for information gathering.

For the Smart Parking project, effective governance structure has been categorized into three main categories viz. Executive Level, Strategic Level and Operational Level.

#### *Executive Level*

- Project Implementation Committee

#### *Strategic Level*

- Project Management Office



### *Operational Level*

- Domain Specialists
- Technical Specialists
- Support Team

### *Executive Level*

At the Executive Level, the Project Steering Committee will take major decisions on the Project Budget, Funding and Long Term Objectives. The Project Steering Committee will provide the necessary regulatory approvals wherever required. The committee would be the highest decision making body for the Smart Parking project and will be responsible for dispute resolution and strategic policy decisions. The Project Steering Committee will meet fortnightly in the initial months of the project and the meeting periodicity will be increased to one month and three months in the later stages of the project.

### *Strategic Level*

At the Strategic Level, the Project Implementation Committee would be making decision on the Overall Project Plan and Deliverables. The purpose of this group is to prioritize deliverables and check for deviations in the project plan. The Implementation Committee would also decide on the Quality Assurance Procedures to be followed during the entire project. Risk Monitoring and Risk Management are the primary functions of this group.

### *Operational Level*

The operational level is the most granular, and it usually involves delegates of steering or subcommittee members. This would comprise of core team members of Concessionaire, PMC and domain experts which could assist in the day to day functioning and execution of the project.

### *Permissions*

The Concessionaire will require permissions from following departments/ agencies for smooth implementation of this project in Patna

1. Municipal Corporation (MC)
2. Other Government agencies as required for system implementation

## 13. Exit Management and Change Management

### A.Exit Management

#### Purpose:

This Clause sets out the provisions, which will apply on expiry or termination of the Concession Agreement.

#### Transfer of assets

1. The Concessionaire 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 PMC, supplied as part of this project including all hardware and software, in proper working condition to the PMC
2. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 45 days of such handing over otherwise PMC will get it rectified at the risk and cost of the Concessionaire.
3. Performance Bank Guarantee of the Concessionaire 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 PMC, and after adjustments of any amount due and recoverable from the Concessionaire under this Agreement by PMC, if any.
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 Concessionaire, the Concessionaire 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 PMC.
  - ii. All title to the Assets and Services to be transferred to the PMC pursuant to this Clause shall be transferred to PMC.
5. The outgoing Concessionaire will pass on to PMC, the subsisting rights in any licensed products on terms not less favorable to PMC, than that enjoyed by the outgoing Concessionaire

#### Cooperation and Provision of Information

During the Exit Management Period:

- i. The Concessionaire will allow the PMC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the PMC to assess the existing services being delivered;
- ii. Promptly on reasonable request by the PMC, the Concessionaire 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 Concessionaire). The PMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other

performance data. The Concessionaire shall permit the PMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the PMC to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.

### **In case of Foreclosure/ termination of project by PMC/Consortium**

Case 1: In case after allotment of tender, if bidder want to quit before the time line of project, PMC have right to seize hardware and software which is installed in parking area along with pre deposited EMD amount.

Case 2: In case of PMC terminate project before the time period, than PMC will bear remaining cost/ NRV of hardware as per following formula and retain all the hardware. If Bidder want to retain all hardware, he can do so by paying differential amount.

Remaining cost/ NRV= Actual cost of hardware- depreciation as per Income tax rates

Or

Actual cost of hardware- 50% of revenue earned by the bidder during contract period (i.e. Differential amount), whichever is lower.

## **B. Change Management**

### **Change Orders / Alterations /Variations**

- i. The concessionaire agrees that the requirements given in the Bidding Documents are minimum requirements and are only indicative. The vendor would need to etch out the details at the time of preparing the design document prior to actual implementation. It shall be the responsibility of the Concessionaire to meet all the requirements of technical specifications contained in the RFP and any upward revisions and/or additions of quantities, specifications sizes given in the Bidding Documents required to be made during execution of the works, shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Purchaser.
- ii. Further upward revisions and or additions required to make Concessionaire's selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser.
- iii. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the Bidding Documents which the concessionaire had not brought out to the Purchaser's notice in his bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by concessionaire without any time and cost effect to Purchaser.

### **Change Order**

- a. The Change Order will be initiated only in case (i) the Purchaser directs in writing the Concessionaire to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract, (ii) Concessionaire requests to delete any part of the work which will not adversely affect the operational capabilities of the

facilities and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser, (iii) the Purchaser directs in writing the Concessionaire to incorporate changes or additions to the technical specifications already covered in the Contract.

- b. Any changes required by the Purchaser over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering requirements for complying with technical specifications and changes required to ensure systems compatibility and reliability for safe operation (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.
- c. Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a-Variation) shall be the Subject of an amendment to the Contract by way of an increase or decrease in the schedule of Contract Prices and adjustment of the implementation schedule if any.
- d. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Price which shall represent the change in cost of the works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.

Within ten (10) working days of receiving the comments from the Purchaser or the drawings, specification, purchase requisitions and other documents submitted by the concessionaire for approval, the concessionaire shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the Scope of work of the RFP document covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Purchaser.

## **14. Grievance Handling Mechanism**

- In case vehicle theft, demolish or damage in parking slot all responsibility is parking agency. PMC is not liable to any disputed matter related to any theft or damage.
- If agency or vendor of vehicle found any grievance should be directly reporting to Municipal Commissioner.
- Parking agency should be coordinate with traffic police department and deploy 2-3 person in PMC who are reporting time to time.
- The concessionaire shall provide a weekly report to the Municipal Commissioner, PMC every week 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 concessionaire.
- Provide concessions to the Students, Senior Citizens and others at the discretion of PMC for the usage of the facility. The concession would be provided on the monthly passes' charges. The revenue loss due to concessionaire from pass concession activity would be sufficed from the deduction from the overall Concession Fee to be shared with PMC.

## 15. Annexure and Check List

### *Pre-Qualification Documents Checklist*

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD/Banker's Cheque of Rs. 10000/- as RFP Fee		
2.	EMD of Rs. 20 lacs /-		
3.	Bid Covering Letter		
4.	Power of attorney / board resolution to the authorized Signatory		
5.	Bidder Information		
6.	Copy of Certificate of Incorporation		
7.	Details of Annual Turnover for last three financial years 2017-18, 2018-19, 2019-20		
8.	Certificate from the statutory auditor/ CA towards positive net worth not less than 50 lakhs.		
9.	Details of the projects executed		
10.	Declaration letter that the firm is not blacklisted/debarred		
11.	Copy of GST registration		
12.	Power of Attorney for Prime Bidder of Consortium		
13.	Consortium Agreement with clear defining roles and responsibilities of each consortium partner		
14.	Independence form- Self Declaration that Bidder is not bidding separately under different names for the same contract.		
15.	Pre integrity Pact		

**PQ\_1: Bidder Information Format**

<<To be printed on Prime bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

**Bidder information Format**

Please find below the details of lead bidder and other consortium members for participation in Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Municipal Corporation on PPP Model tender:

#	Particulars	Lead bidder (Consortium Member #1)	Consortium Member #2
1	Name of the organization		
2	Type of Organization (Pvt. Ltd/ Public Limited)		
3	Country of registered Office		
4	Address of Registered office		
5	Company Registration Details		
6	Date of Registration		
8	PAN		
9	GST Registration		
11	Address of Registered office in India		
12	No of years of operations in India		
13	Stake in Consortium (%)		
14	Authorized Signatory Name		
15	Authorized Signatory Designation		
16	Authorized Signatory Contact Details		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

**PQ\_2 & 3: Sole/Prime Bidder Annual turnover**

<< To be submitted by Prime Bidder in case of Consortium on company's letterhead>>

Date: dd/mm/yyyy

To,

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

**Subject:** -Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for the Patna Municipal Corporation on PPP Model

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2017-18(in Crores) (i)	FY 2018-19 (in Crores) (ii)	FY 2019-20 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Sole/ Prime Bidder				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		



Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with  
official seal) Name :  
Designation :  
Address :  
Telephone& Fax :  
E-mail address :

**PQ\_2 &3: Auditor's Certificate for turnover for Sole bidder/Prime Bidder of Consortium**

<<To be submitted by Prime Bidder in case of Consortium on company's letterhead>>

Date: dd/mm/yyyy

To,

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna, Bihar-800001

This is to certify that the Annual Turnover as per books and records of ..... for  
the following financial years are as under.

**NOTE: To be filed for each Member company in case of a consortium**

S. No.	Financial Year ending	Annual Turnover (Rs in Crores)
1.	31 <sup>st</sup> March, 2018	
2.	31 <sup>st</sup> March, 2019	
3.	31 <sup>st</sup> March, 2020	
	<b>Average Turnover</b>	

I further certify that I am competent officer in my company to make this declaration. Yours

Sincerely,

**Signature of Auditor (with official seal)**

Name :  
Designation :  
Address :  
Telephone& Fax :  
E-mail address :

***PQ\_4: Auditor's Certificate for net worth for bidder/each member of Consortium***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

Sir/Madam,

This is to certify that the Net worth as per books and records of.....for the following financial years are as under.

**NOTE: To be filed for each Member company in case of a consortium**

S . N o . 1 .	Financial Year ending	Net worth (Rs in Crores)
1	31 <sup>st</sup> March, 2020	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

***Signature of Auditor (with official seal)***

Name :  
Designation :  
Address :  
Telephone& Fax :  
E-mail address :

***PQ\_5: Details of Project experience***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client Certificate	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

***PQ\_6: Self Declaration – No Blacklisting***

**<<To be submitted on Rs. 100 stamp paper and duly notarized >>**

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

Sir/Madam,

In response to the Tender Ref. No.....dated..... for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model as an owner/ partner/ Director of....., I/ We hereby declare that presently our Company/ firm.....is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm.....is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder :  
Authorized Signatory :  
Seal of the Organization :  
Business Address :  
Date :  
Place :

## Formats for Technical Bid

### **General Instructions on Preparation of the Technical Proposal**

- i. Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot.

### **Check-list for the documents to be included in the Technical Bid**

Documents required		S u b m i t t e d	( P a g e N o .)
	Format TQ_1: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years And Auditor's Certificate for turnover for bidder/each member of Consortium		
	Format TQ_2: Details of experience of the sole bidder/prime bidder should have experience of implementing following scope in last 5 years (from date on Bid of tender Publication)  1) Experience in implementation and		



	operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.		
	Format TQ_3: The Sole bidder or any of the consortium Partner should have experience of implementing ICT Parking solution in Government Sector/Smart Cities		
	Format TQ_4: Details of experience of Implementation and operation of Mobile Application for parking or Implementation/operations of Centralized Parking command centre/ Operation centre with Visual displays etc.		
	Format TQ_5: Details of experience of manpower operations/ Advertisements		
	Approach and Methodology- details as per parameters mentioned in Technical Evaluation criteria of RFP		
	Format TQ_7: CVs of the Key Manpower proposed		
	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
	Internet bandwidth and the MPLS bandwidth		

**RFP for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart  
Parking Solution for Parking Sites for Patna Municipal Corporation on PPP Model**

	requirement for the operations		
	Bill of Material without prices		
	Make & Model of all IT as well as non IT components		
	Authorization letter from OEMs		
	Compliance to Technical(with make and Model) and Functional Specifications as mentioned in RFP		
	Datasheets highlighting the Technical Specification parameters in each datasheet for compliances		

***TQ\_1: Bidders Annual turnover (Turnover of Prime Bidder in case of the Consortium)***

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

**Subject:** Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for three For Patna Municipal Corporation on PPP Model

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

Details	FY 2017-18 (in Crores) (i)	FY 2018-19 (in Crores) (ii)	FY 2019-20 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
Overall Annual Turnover- Sole/ Prime Bidder				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		

Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal) Name :  
Designation :  
Address :  
Telephone& Fax :  
E-mail address :

***TQ\_1: Auditor's Certificate for turnover***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

Sir/Madam,

This is to certify that the Annual Turnover as per books and records of.....for the following financial years are as under.

S . N o .	Financial Year Ending	Annual Turnover (Rs in Crores)
1 .	31 <sup>st</sup> March, 2018	
2 .	31 <sup>st</sup> March, 2019	
3 .	31 <sup>st</sup> March, 2020	
	<b>Average Turnover</b>	

I further certify that I am competent officer in my company to make this  
declaration. Yours Sincerely,

---

Signature of Auditor (with official

seal) Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

***TQ\_2: Details of experience in implementation and operations of ICT enabled parking solutions / Parking management of at least one project with parking capacity of 100 car parks each.***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna, Bihar-  
800001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of days, start	

date, completion date, current status)	
<b>Other Relevant Information</b>	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate/Self certificate	

I further certify that I am competent officer in my company to make this declaration. Yours  
Sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory

(with official seal) Name :

Designation :

Address :

Telephone& Fax :

E-mail address :



**TQ\_3: Details of experience of the Sole bidder or any of the consortium Partner of implementing ICT  
Parking solution in Government Sector/Smart Cities**

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna, Bihar-800001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for  
-Selection of Concessionaire for Design, Development, Implementation, Operation and  
Maintenance of Smart Parking Solution for three For Patna Municipal Corporation on PPP  
Model.

I hereby declare that below are the details regarding relevant work that has been taken up  
by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and  
use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of days, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client Certificate	

I further certify that I am competent officer in my company to make this declaration. Yours  
Sincerely,

Signature of Authorized Signatory (with official seal) Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

***TQ\_4: Details of System Integration Experience for implementation of Implementation and operation of Mobile Application for Parking or Implementation/operations of Centralized Parking command centre/ Operation with Visual displays etc centre***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client certificate	

I further certify that I am competent officer in my company to make this declaration. Yours

Sincerely,

Signature of Authorized

Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

***TQ\_5: Details of Experience of Manpower Operations/ Advertisements***

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna, Bihar-800001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled for separately for Lead Bidder and consortium Member companies and use separate table for each citations/projects.

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/Agreement/Client Certificate	

I further certify that I am competent officer in my company to make this declaration.  
Yours Sincerely,

Signature of Authorized

Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

***Format for Authorization Letters from OEMs***

<<To be printed on letter head of OEM and signed by Authorized signatory of  
OEM>>

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

**Subject:** Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model– **Authorization Letter from OEMs**

**Ref :** Tender No: <No> Dated <DD/MM/YYYY> Dear Sir/ Madam,

We ..... , (name and address of the manufacturer) who are established and reputed manufacturers of ..... having factories at ..... (addresses of manufacturing / development locations) do hereby authorize M/s.....(name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5 years from the date of this letter.

Yours faithfully,

(Signature of the Authorized Signatory from OEM)

Name :

Designation :

Seal :

Date :

Place :

Business Address :



## Financial bid Instructions

<<To be printed on letter head of Prime Bidder and signed by Authorized signatory of  
Prime bidder>>

Date: dd/mm/yyyy

To

Municipal Commissioner,  
Patna Municipal Corporation,  
Maurya Lok Complex, Budhha Marg, Patna,  
Bihar-800001

**Subject:** Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model

**Reference:** Tender No :<No> Dated<DD/MM/YYYY> Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model” do hereby propose to provide services as specified in the Bid Document referred above.

### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

**3. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**4. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

**5. CONTRACT PERFORMANCE GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this Financial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name :  
Designation :  
Seal :  
Date :  
Place :  
Business Address :

## **General Instructions**

- a. Bidder should provide Financial details as per the prescribed format under this Annexure.
- b. Financials indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.
- c. PMC shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- d. The Concessionaire needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- e. PMC also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to PMC.
- f. Bidders must carefully read the Scope, Technical & Functional Requirements and the SLAs mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP. To meet the requirements of this RFP, no request for Change Order shall be entertained.

## Formats for Submission of the financial bid

(To be submitted online only)

### Concessionaire letter

(On the letterhead of the Bidder)

Item No.	Description of work	Percentage of Revenue share paid by Concessionaire to the PMC every month (In figures)	Percentage of Revenue share paid by Concessionaire to the PMC every month (In words)
1.	Request for proposal (RFP) for selection of Concessionaire for Design, Development, Implementation, Operation, and Maintenance of smart Parking Solution for Parking Sites For Patna Municipal Corporation on PPP model. a. For all 38 parking slots.		

We hereby offer the above-mentioned revenue share for Design, Development, Implementation, Operation, and Maintenance of smart Parking Solution for Parking Sites. This offer submitted is unconditional.

Revenue share quoted by the concessionaire shall be valid throughout the contract period.

Signature of Concessionaire with stamp

**Format for Performance Bank Guarantee**

**[On Appropriate Stamp Paper]**

Bank Guarantee No. \_\_\_\_\_

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

Municipal Commissioner, Patna Municipal Corporation, payable at Patna, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in- title and permitted assigns);

WHEREAS:

- A. PMC has entered into a contract for providing Implementation services dated [insert date] (the **Contract**) with [insert name of Implementing Agency], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the Implementing Agency has been incorporated or registered, as the case may be], [with its [registered/principal] office at [ ]] (hereinafter referred to as the **Implementing Agency**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- B. In terms of the Contract, the Implementing Agency has agreed to provide the Concessionaire service for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for Patna Municipal Corporation on PPP Model, which involve the use of technology, information and data to improve infrastructure and services within the city of Patna , to implement the Smart Cities Mission in Patna, pursuant to the Request for Proposal dated [ ] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).
- C. In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Implementing Agency and **Clause I** of the Contract, the Implementing Agency is required to furnish to PMC, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. -----(Rs. -----) (the Guaranteed Amount) as security for the due and punctual performance or discharge of the Implementing Agency's obligations and liabilities under the Contract.
- D. At the request of the Implementing Agency and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Implementing Agency of its obligations and liabilities under the Contract.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to PMC the payment in full of all amounts at any time that may be due, owing or payable to PMC from the Implementing Agency for the failure of the Implementing Agency to duly and punctually perform all of its obligations under the Contract during the term **(Guarantee)**, without any demur, reservation, protest or recourse, immediately on receipt of a demand from PMC.

The Guarantee is given on consideration received from the Implementing Agency (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by PMC against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that PMC receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Implementing Agency or validity of demand so made by PMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Implementing Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organization, dissolution or liquidation of the Implementing Agency or any change in ownership of the Implementing Agency or any purported assignment by the Implementing Agency or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that PMC shall first attempt to procure the Guaranteed Amount from the Implementing Agency or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, PMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or PMC:

- a. any time or waiver granted to, or composition with, the Implementing Agency or any other Person;
  - b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Implementing Agency or any other Person;
  - c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
  - d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
  - e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Implementing Agency 's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
  - f. any part performance of the Contract by the Implementing Agency or by any failure by PMC to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that for any reason the Implementing Agency enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Implementing Agency of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to PMC on demand.
  7. So long as any amount is due from the Implementing Agency to PMC, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Implementing Agency, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Implementing Agency or any such other Person in competition with PMC. If the Guarantor receives any payment or benefit in breach it shall hold the same upon trust for PMC.
  8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from PMC, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to PMC that:
  - a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;



- b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
  - c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
  - d. no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
  - e. this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Patna at [.....].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of PMC in exercising any right, power or privilege hereunder and no course of dealing between PMC and the Guarantor, or the Implementing Agency, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which PMC would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of PMC to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with PMC to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and PMC shall constitute a single binding agreement.
15. PMC may assign or transfer all or any part of its interest herein to any other person

with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.

16. All documents arising out of or in connection with this Guarantee shall be served:
  - a. upon PMC, at [insert address]; and
  - b. upon the Guarantor, at [insert address].
17. Any demand, notice or communication would have been deemed to have been duly served:
  - a. if delivered by hand, when left at the proper address of services; and
  - b. if given or made by pre-paid registered post or facsimile, when received.
18. Either party may change the above address by prior written notice to the other party.
19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

***IN WITNESS WHERE OF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.***

Signed and delivered by [insert name of Bank] Bank, by [insert name of branch]

***Branch by hand***

Of [insert name of signatory]

It's [insert designation] and duly authorized representative

Authorized by [Power of Attorney dated [insert date]

OR

[Board resolution dated [insert date].

***Format for Consortium Agreement***

<To be printed on a stamp paper and signed by authorized signatories of the Lead Bidder and Consortium Members> This Memorandum of Understanding is made in \_\_\_\_\_ on the Day of \_\_\_\_\_, 2021 By and Between M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) acting as the Lead Partner of the first part, And M/s ----- having its registered office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) in the capacity of a Joint Partner of the other part. The expressions of \_\_\_\_\_ and \_\_\_\_\_ shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

**WHEREAS:**

Patna Municipal Corporation (PMC) [hereinafter referred to as “Purchaser”] has invited bids for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution on PPP Model vide RFP No. \_\_\_\_\_ Dated \_\_\_\_\_.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The following documents shall be deemed to form and be read and construed as an integral part of this MOU. RFP comprising Any corrigendum/addendum issued by PMC. The bid submitted on our behalf jointly by the Lead Partner The “Parties” have studied the documents and have agreed to participate in submitting a bid jointly. M/s \_\_\_\_\_ shall be the lead partner of the Consortium for all intents and purpose and shall represent the Consortium in its dealing with the PMC. For the purpose of submission of bid proposals, the parties agree to nominate \_\_\_\_\_ as the Leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the PMC. However M/s \_\_\_\_\_ shall not submit any such Bids, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s \_\_\_\_\_, and M/s \_\_\_\_\_. The lead partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of consortium. The lead partner will be solely responsible for the entire project implementation.

The “Parties” have resolved that the following distribution of responsibilities will be followed in the event that the Consortium Bid is accepted by PMC.

**Lead Partner Responsibilities--**

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**Consortium Partner Responsibilities**

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**Assignment and Third Parties**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and Purchaser.

## Responsibilities

All partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms,

## Executive Authority

The said Consortium through its authorized representative from the Lead Bidder shall receive instructions from PMC. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted timelines.

## Bid Submission

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the PMC for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

## Indemnity

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Consortium.

For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

## Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose related to the Project all Financial and technical information received or generated in the course of preparation and submission of the bid.

## Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by CEO (PMC) and Executive directors decision will be final, even if the concessionaire does not agree, arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof.

## Validity

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period. The bid submitted by the Consortium is declared unsuccessful, or Cancellation/shelving of the Project by the PMC for any reasons prior to award of work Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the PMC. This MoU is drawn in \_\_\_\_\_ number of copies with equal legal strength and status. This MoU shall be construed under the laws of India.

## Notices

Notices shall be given in writing by fax confirmed by registered mail or Financial courier to the following fax numbers and addresses:

### *Lead Partner*

\_\_\_\_\_

\_\_\_\_\_

**(Name & Address)**

**Consortium Partner**

\_\_\_\_\_

\_\_\_\_\_