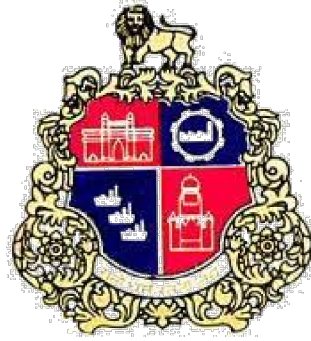


Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model



Brihanmumbai Municipal Corporation

**BID DOCUMENT**

for

**Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

Tender ID No. 2024\_MCGM\_1004238

Issued By  
Roads & Traffic Department  
Brihanmumbai Municipal Corporation

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Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Glossary

Abbreviation	Description
ABR	Audio Bit Rate
AMC/ CMC	Annual Maintenance Contract
API	Application Programming Interface
BEC	Bid Evaluation Committee
B.M.C	Brihanmumbai Municipal Corporation
BOM	Bill of Material
BOQ	Bill of Quantity
CBR	Constant Bit rate
D.G	Diesel Generator
CCN	Change Control Notice
EMD	Earnest Money Deposit
FMS	Facility Management Services
GOI	Government of India
GIS	Geographical information system
HOD	Head Of Department
IT	Information Technology
LOI	Letter of Intent
LOA	Letter of Acceptance
NDAA	National Defense Authorization Act
OEM	Original Equipment Manufacturer
SA/ IA	Selected Agency/ Implementation Agency
SLA	Service Level Agreement
VBR	Video Bit Rate
WDC	Worli Data Centre

## 2. Invitation of Bid

### 2.1 E-Tender Notice

#### **Brihanmumbai Municipal Corporation (B.M.C)**

**Chief Engineer (Roads and Traffic)**

No. DyChEng/ 8182 /Traffic dated 13.02.2024

#### **E-TENDER NOTICE**

**Subject: "Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on Public Private Partnership (PPP) model"** as per the provisions of the M.M.C. Act 1888 as amended till date.

The **Brihanmumbai Municipal Corporation (B.M.C)** invites Tender for to appoint Concessionaire for the above-mentioned work as per the terms and conditions of this document and as per the provisions of the M.M.C. Act 1888 as amended till date.

**Note:** Concessionaire/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

1. Concessionaire agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.
2. This bid document is not transferable.
3. The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
4. Concessionaires who wish to participate in this bidding process must register on <https://mahatenders.gov.in>
5. To participate in online bidding process, Concessionaires must procure a Digital signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Concessionaires can procure the same from any CCA approved certifying

agency, i.e., TCS, Safecrypt, Ncode, etc. Concessionaires who already have a valid Digital signature Certificate (DSC) need not procure a new DSC.

6. The Applicant ("Tenderer") shall note that the Tender Scrutiny Fee of Rs. 25,000 + 18% GST shall be payable immediately after opening of Packet A & B in any of the Citizens Facilitator Centers (CFCs) as per circular No. CA/FRG/03 dt. 11.05.2023 and circular No. CA/FRG/04 dt. 24.05.2023.
7. A three-packet selection procedure shall be adopted.

Bidding Process will comprise of THREE stages

- i. The E-tender notice is available on Procurement Portal of Government of Maharashtra (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.
  - ii. The Tender documents are available on Procurement Portal of Government of Maharashtra (<https://mahatenders.gov.in>) to the bidders.
  - iii. In case of any difficulties faced while uploading data by bidder in online process, you can contact on following E-mail ID and Telephone No. before end date and time:
  - iv. IT Help Desk No.: - 022-24811275, Mahatenders Help Desk No.: 0120-4711508  
E-mail: [eproc.support@maharashtra.gov.in](mailto:eproc.support@maharashtra.gov.in), [support-eproc@nic.in](mailto:support-eproc@nic.in)  
[etendering.it@mcgm.gov.in](mailto:etendering.it@mcgm.gov.in)
  - v. All interested bidders whether already registered or not registered with BMC are mandated to get registered with BMC for E- tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above-mentioned portal under 'e-procurement' tab.
  - vi. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities available on website <https://cca.gov.in>-> Licensed CAs.
8. In terms of the 3 stage system of e-tendering, Bidders are required to pay the EMD of Total INR 3,00,00,000/- (Rupees Three Crores Only) to be submitted in (i) INR 30,00,000 (Rupees Thirty Lakhs Only) through online gateway of Brihanmumbai Municipal Corporation (BMC) and (ii) rest of INR 2,70,00,000/- (Rupees Two Crores and Seventy Lakhs Only) in the form of Bank Guarantee (Valid for 180 days from the date of submission of the tender), on or before the end date and time of submission specified in the tender, failing which, the Tenders shall be treated as not submitted and any sort of submissions of such Bidder shall not be considered.
  9. The EMD shall be refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.

10. If applicant becomes technically non-responsive or fails to furnish the required information in e-packet B even after intimation is given to him, the online EMD of INR 30,00,000 shall be forfeited; however, Bank Guarantee of INR 2,70,00,000 shall be refunded in accordance with Section 4.12.
11. Concessionaire (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
12. As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Chief Engineer (Roads and Traffic). The Packet C shall be opened if bids submission in Packet B satisfies/meets all the criteria and same are found acceptable to the Authority.
13. B.M.C will not be responsible for delay in online submission due to any reason. For this, Concessionaires are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of website due to heavy load or any other unforeseen problems. For queries related to eTender, kindly contact; Tel: 022-24811275, Email: etendering.it@mcgm.gov.in
14. Concessionaires are also advised to refer "Vendors Manual Kit" available at <https://etendering.mcgm.gov.in> for further details about the e-tendering process.
15. Applicant should follow the special instruction to e-tendering provided in Instruction to the Applicants.
16. All bids shall be submitted online in e-tendering module only, unless instructed specifically.
17. The Municipal Commissioner reserves the right to reject/modify all or any of the e-tender(s) without assigning any reasons at any stage.
18. The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the Procurement Portal of Government of Maharashtra. (<https://mahatenders.gov.in>)

## 2.2 Project Key Details

Key Details and Schedule of Submission are as follows: -

#	Information	Details
<b>A. Introduction</b>		
1	Project Name	Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

		Municipal Corporation (B.M.C) on PPP model.
2	Bid Document reference number and Start Date	Tender Document No : 2024_MCGM_1004238 Start Date: 14.02.2024 Time 11:00:00
3	Tender Scrutiny Fee (Non-Refundable)	Rs. 25,000 + 18% GST (Rs. 29,500) (Rupees Twenty Nine Thousand and Five Hundred only)
4	Bid Download Due Date	Date: 06.03.2024 Time: 16:00:00
5	Earnest Money Deposit (EMD)	Rs. 3,00,00,000/- (Rupees Three Crores Only)
6	EMD Submission Due Date & Time	Date:06.03.2024 Time: 16:00:00
7	Bank Solvency Certificate Amount	Rs. 30,00,00,000 (Rupees Thirty crores only)
8	Performance Bank Guarantee (Security Deposit)	Rs. 30,00,00,000 (Rupees Thirty crores only)

**B. Preparation of Bids**

1	Language of Bid	English
2	Bid Validity Period	180 days from the Date of Opening of Bid
3	Performance Security/EMD Validity Period	Valid up to the entire contract period (including defect liability period or payment of final bill whichever is later

**C. Bid Presentation**

1	Last date for submission of written queries for clarifications	Date: 20.02.2024 Time 18:00:00
2	Query Submission	To be submitted via e-mail only. Kindly refer to Section 7.4 of this RFP for query format.
3	Place, Date and Time of pre-bid meeting	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018  Date : 21.02.2024 Time : 12:00:00 Hrs
4	Contact Person for clarification of Queries:  Shri. M.B. Agrawal Dy Ch E (Traffic)	Mobile no. 98696 14227

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

	Shri Amit Patil Ex. Eng. (Traffic & Coord)	Mobile no. 85520 00029
5	Contact Information	Email id : <a href="mailto:dychertr.rt@mcbm.gov.in">dychertr.rt@mcbm.gov.in</a>
6	Last date (deadline) for receipt of proposals in response to Bid Document notice	Date : 06.03.2024 Time : 16:00:00 hrs
7	Place, Time, and Date of opening of Technical Proposals (Packet A and Packet B) received in response to the Bid Document notice	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 07.03.2024 Time : 16:00:00 hrs
8	Place, Time, and Date of technical presentations by qualified Concessionaire	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 19.03.2024 Time : 16:00:00 hrs
9	Place, Time, and Date of opening of Financial Proposals received in response to the Bid Document notice	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 26.03.2024 Time : 15:00:00 Hrs

**D. Evaluation of Bids and Awarding of Contract**

1	Signing of Contract Agreement with B.M.C	.....
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Note: Bidder should note that the Tender Scrutiny Fee of Rs, 25,000 + 18% GST shall be payable immediately after opening of Packet A & B in any of the Citizens Facilitator Centers (CFCs) as per circular No. CA/FRG/03 dt. 11.05.2023 and circular No. CA/FRG/04 dt. 24.05.23.

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	Tender Scrutiny Fee (Non-Refundable)	EMD	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model	Rs. 25,000 + 18% GST (Rs. 29,500)	Rs. 3,00,00,000 (Rupees Three crore only)	Date : 14.02.2024 Time : 11:00:00 hrs	Date : 06.03.2024 Time : 16:00:00 hrs

Note: Last date for online payment of Earnest Money Deposit (EMD) is on or before due date & time prescribed.

- The prospective applicant(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting. Only suggestions / observations received in writing/email will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary because of pre-bid meeting, shall be made by B.M.C exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective applicant(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

**Note: - No Exemption will be allowed for the applicants having standing deposit with B.M.C. The applicants shall have to pay the tender EMD amount as explained in "IMPORTANT NOTICE TO BIDDERS ON e-TENDERING" under section 4.1.**

- The Authority (B.M.C) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

- Applicant shall note that any corrigendum issued regarding this tender notice will be published on the B.M.C portal only. No corrigendum will be published in the local newspapers.

### 2.3 Pre-Qualification Criteria

Consortium of maximum two members is permitted.

The bidders shall specify which one among them shall lead the project. This bidder would be addressed as the Lead Bidder. The other/secondary bidder would be addressed as the Consortium Partner.

The Consortium Agreement between the bidders should be for the entire period of the Project and submitted along with the Bid. The Consortium Agreement should be submitted for their exclusive association for this bid.

All the constituent members are jointly, equally, and severally responsible for the execution of the Contract.

No constituent member can be a part of more than one bid. There cannot be change in the constitution of the consortium during the entire period of the contract.

The bidders shall submit a valid Consortium Agreement on INR 500 Stamp Paper signed by the Authorized Signatories of the entities and dated prior to the submission of the bid. The Agreement shall clearly specify the details of bidders and outline the roles and responsibilities of each constituent member.

The Commercial bids shall be opened for the different parcels of Mumbai; each parcel shall have a mix of wards from Mumbai City, Mumbai Eastern Suburbs and Mumbai Western Suburbs. The Concessionaire quoting highest % of revenue share quoted for the respective individual parcels will be chosen. No two land parcels of the city shall be allocated to any Concessionaire even in case of highest % of revenue share quoted by the same Concessionaire for multiple parcels.

The distribution of wards into three Parcels is listed below:

Parcel Name	Wards
Parcel 1	T, M/W, R/S, R/N, H/W, B, F/S, KW
Parcel 2	M/E, N, K/E, R/C, P/S, C, D, L
Parcel 3	S, H/E, P/N, A, F/N, E, G/N, G/S

#### Pre-Qualification Criteria:

SN	Basic Requirement	Pre-Qualification Criteria	Scanned copy of Supporting Documents to be uploaded
PQ-1	Legal Entity	A Company Registered under the Companies Act 1956/2013: or a partnership firm registered under Indian Partnership Act, 1932 or LLP Act 2008.	Copy of Certificate of Incorporation/ Registration & Article of Association & MOA

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<b>PQ-2</b>	<b>Legal Entity</b>	<p>The Bidder (including consortium partners) should be operating for at least 5 (Five) Years.</p> <p>The Lead Bidder is required to have a registered office in Mumbai, or to set up such an office within one month of award of contract. If the Lead Bidder does not comply with this requirement, it would lead to forfeiture of the award.</p>	<ol style="list-style-type: none"> <li>1. Electricity Bill / Shop License</li> <li>2. An undertaking on the Letterhead of the Bidder/consortium member stating that the bidder has been in operation for at least 5 (Five) Years</li> <li>3. The Lead Bidder must provide an Undertaking that they will set up an office in Mumbai within the period of one month following the award of the project.</li> </ol>
<b>PQ-3</b>	<b>Legal Entity</b>	<p>The Bidder as a sole or member in consortium are allowed to participate in the bid. The consortium must not exceed 2 (Two) members including Lead bidder.</p> <p>Note: The Prime bidder / lead bidder shall be responsible to execute the project and single point of contact for department however the consortium partners will be jointly liable for execution of project.</p>	Joint bidding agreement notifying the Lead bidder.
<b>PQ-4</b>	<b>Financial Turnover</b>	The Lead Bidder or the consortium together must have achieved an average annual turnover of INR 350 Crores from large scale IT / ITES projects over the three most recent financial years, 2020-21, 2021-22 and 2022-23 as per the most recently audited balance sheets).	Certificate from the Statutory auditor/CA clearly specifying the annual turnover & profit before tax (PBT) for the specified years.
<b>PQ-5</b>	<b>Financial: Net Worth &amp; Profit Making</b>	<ol style="list-style-type: none"> <li>1) The lead bidder (any member of a consortium) participating in the bid must demonstrate a net worth of INR 150 Cr over the past three consecutive financial years i.e. 2020-21, 2021-22 and 2022-23</li> <li>2) The lead bidder (any member of a consortium) must have been profitable in the most recent fiscal year.</li> </ol>	Annual Report/Balance Sheet duly certified by CA.

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<b>PQ-6</b>	<b>Technical Capability for Large scale system Integration project</b>	<p>The bidder (or any consortium member) should have experience in Large Scale implementation of IT or ICT System Integration project with smart parking solution for any government / PSU / Smart City /Safe City/ City Surveillance in India as per below criteria:</p> <p>a. Single order of value at least INR 150 Crore</p> <p>OR</p> <p>b. Two orders each having minimum value of INR 100 Crores or more;</p> <p>OR</p> <p>c. Three orders each having minimum value of INR 75 Crores</p>	<p>Copy of Work Order / Agreement and Work Completion from client</p> <p>In case project is on-going, a certificate from the Statutory Auditor/ Chartered Accountant has to be provided mentioning that the Smart Parking Project has been made operational.</p>
<b>PQ-7</b>	<b>Certifications</b>	<p>The bidder (or any consortium member) should have minimum two valid certificates from the below list at the time of bidding.</p> <p>a) ISO 9001: 2015 or latest</p> <p>b) ISO 20000:2011 for IT Service Management or equivalent certification</p> <p>c) ISO 27001:2013 for Information Security Management System or equivalent certification</p>	<p>Copy of a valid certificate.</p>
<b>PQ-8</b>	<b>Tax Registration and clearance</b>	<p>The Bidder (All consortium Partners), should be registered with the Tax Departments and carry a valid PAN/TAN Numbers and GST No.</p>	<p>Copy of the certificate of GST, PAN/TAN Number etc.</p>

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<b>PQ-9</b>	<b>Mandatory Undertaking</b>	<p>The Bidder (All Consortium Partners) should: -  not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;  not have a conflict of interest in the procurement in question as specified in the Tender document.</p>	<p>Self-Declaration by Director/Company Secretary/ Board resolution as per format in Annexure enclosed.</p>
<b>PQ-10</b>	<b>Affidavit</b>	<p>The Bidder (All consortium Partners) shall submit a self- declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry / Department of GoI / State / U T Government / Government organizations.</p>	<p>A Self Declaration by Director/Company Secretary/ Board resolution as per Annexure enclosed.</p>
<b>PQ-11</b>	<b>Letter of Authorization</b>	<p>The Tenderer shall submit Letter of Authorization signed by Managing Director or Board Resolution.</p>	<p>Original copy should be signed and notarized on a legal bond paper.</p>

**OEM PQ Criteria**

SN	Basic Requirement	Pre-Qualification Criteria	Scanned copy of Supporting Documents to be uploaded
PQ 12	<b>Manufacturer Authorization</b>	<p>The bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for SITC and supporting the equipment offered. Mandatory to submit MAF from OEMs against the following item along with compliance of technical Specification in this RFP</p> <p>Key components include sensors, CCTV cameras, UPS, Firewall.</p>	<p>“Manufacturers’/Producers’ Authorization Form” for the MAF and complete the associated table provided with the form. – Annexure – 8, Form 18. If the MAF is not in RFP specified format, then Department may reject the bid.</p>

- a) Any bid failing to meet the above eligibility criteria shall be disqualified and shall not be considered for Technical Evaluation.
- b) Change in Eligibility Criteria: If there is a change in the status of the Concessionaire with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the Concessionaire shall immediately bring the same to the notice of B.M.C.
- c) For the purpose of the criterion, turnover of only the bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered. The Concessionaire may quote the project experience of any of its affiliates, associates, subsidiaries or parent for the purpose of meeting the Technical Qualification Requirements. However, in such cases the parent company shall be required to adhere to the following conditions:
  - a) The Bidding entity shall be required to leverage relevant experience and manpower resources from their Parent company for implementation and O&M phases.
  - b) The Bidding entity shall have a back to back inter-firm agreement with its parent company, affiliate, associate, subsidiary, which shall be shared with B.M.C as part of the Technical bid document, and which shall include extensive scope and risk matrix between the parent company and its affiliate, associate, subsidiary
- d) The content, information, projects etc. mentioned by the Concessionaire in Packet-A documents shall be considered only for evaluation of Packet-A and not for any other evaluation.
- e) The Concessionaire shall be disqualified, and its bid shall be summarily rejected if any details related to Commercial Bid are provided before Opening of Packet-C.
- f) All the documents forming part of the Technical and Financial proposal need to be ink-signed by the person having Power of Attorney along with the official seal of the organization.

Note: Technical Qualification of only pre-qualified candidates shall be considered. Candidates who shall not be pre-qualified will be considered as not technically qualified.

Financial Bid Format is provided in Section 7.5: Annexure 1.5 and must be submitted in the provided format only.

## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether orally or in documentary or any other form by or on behalf of the BrihanMumbai Municipal Corporation (B.M.C) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP.

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

This RFP includes statements, which reflects the intentions of the B.M.C in relation to the engagement of **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

The B.M.C may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The B.M.C reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

### 3. Introduction to the Project

The BrihanMumbai Municipal Corporation (B.M.C) invites Tender **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model** as per the terms and conditions of this document and as per the provisions of the M.M.C. Act 1888 as amended till date.

**Note:** Concessionaire / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

#### 3.1 Project Background

BrihanMumbai Municipal Corporation (B.M.C) is a Local Self Government, governed by M.M.C. Act 1888 and providing various services to Mumbai Citizens including water, sanitation, roads, storm water drains and many other services. The applications to provide above services are being developed, customized or re-platformed by different Concessionaires.

In the big cities with high population such as Mumbai (Financial Capital of India), with huge number of Business centers, the parking of motor vehicles is time-consuming and sometimes expensive job in daily commute or commuting to work. One of the problems created by road traffic is parking and the current parking facilities available are not fulfilling the requirement effectively and efficiently. Every car owner would wish to park the car as closely as possible to her/his destination, so as to minimize the walking distance. This results in a great demand for parking space in the central business districts (CBD) and other areas where the activities are concentrated. With the growing population of motor vehicles in Mumbai, the problem of parking has assumed serious proportions. Hence, there is need to implement a system to accommodate potentially large numbers of motor vehicles in existing or planned geographic areas and prepare new parking lots or areas to accommodate the parking spaces or parking demand in Mumbai.

There is also a need of parking control in Mumbai city, which controls the numbers of motor vehicle parking spaces for new housing and commercial developments and may also plan its location and distribution to influence its convenience and accessibility. Parking control is primarily an issue in relatively densely populated areas of Mumbai where the demand/supply situation for parking spaces makes parking facilities difficult.

National Urban Transport Policy (2006 and 2014)

NUTP recognizes significance of parking management. Following paragraph of NUTP highlights the current scenario of traffic management in general and also suggests a way forward.

The National Urban Transport Policy recognizes that in a developing economy, ownership of personal vehicles will continue to increase. Hence, the Policy does not discourage the ownership of such vehicles but seeks to discourage daily usage. It recommends interventions that would encourage people to use public transport for their daily commute to work and for education, but for periodic recreational trips with

their families; they could use personal motor vehicles. Limiting the availability of parking space and the levy of a high parking fee should be used as a means to curb the use of personal motor vehicles. Preference in the allocation of parking space for public transport vehicles and non- motorized modes as well as easier access of work places to and from such spaces would go a long way in encouraging the use of sustainable transport systems. Park and ride facilities for bicycle users, with convenient inter-change, would be another useful measure. Simultaneously, a graded scale of parking fee, that recovers the economic cost of the land used in such parking, should be adopted. The objective would be to persuade people to use public transport to reach city centers and constrict the access of personal motor vehicles to such city centers.

### 3.1.1 Travel Demand Management (TDM) Plan

It is an intervention (excluding provision of major infrastructure), to modify travel decisions so that more desirable transport, social, economic and/or environmental objectives can be achieved, and the adverse impact of travel can be reduced. A combination of TDM strategies and policies help reduce travel demand or redistribute this demand in space or in time. A demand management approach to transport has the potential to deliver better environmental outcomes, improved public health and stronger communities, and more prosperous and livable cities.

Some of the “tools” used for TDM are listed below:

- Flex-time work schedules with employers to reduce congestion at peak times
- Road space rationing by restricting travel at certain times and places.
- Workplace travel plans
- Road space reallocation, aiming to re-balance provision among private cars, public transport, commercial vehicles, intermediate public transport (paratransit Services), etc.
- Sustainable modes
- Introducing active trip reduction programs
- Public education and awareness programs
- Parking Strategies
- Subsidizing transit costs for employees or residents
- Car parking controls and pricing

### 3.1.2 Legal provisions related to Parking

#### 3.1.2.1 *The Mumbai Municipal Corporation Act, 1888*

##### 3.1.2.1.1 *Section 326, A: Provision for parking or halting places or lots and fees or charges thereof*

- 1) The Municipal Commissioner may, in consultation with the Commissioner of Police, earmark such places as he thinks fit to be the parking or halting places or lots for the vehicles on any part of street or public place.
- 2) The Commissioner may charge such fee or charges from any person for the use of such place or lot by him for parking or halting a vehicle, for each day or part thereof, subject to such terms and conditions as the Commissioner may think fit, with the approval of the corporation.

##### 3.1.2.1.2 *Section 326, B: Powers of Commissioners to Introduce Traffic Demand Measures*

- (1) The Commissioner may, from time to time, in consultation with the Commissioner of Police, specify any area for being notified as an area for introduction of any “traffic demand measure” including

road pricing mechanisms, such as, area licensing, cordon pricing, supplementary licensing, charging for, on street and off street parking, etc., foy entry of all vehicles.

Explanation.-For the purposes of this sub-section,—

- i. “cordon pricing” means the charges payable by the vehicles crossing at all the points of entry to the designated area;
- ii. “supplementary licensing” means the licence fees levied in certain areas of the city for usage of vehicles during specified hours.

(2) The Commissioner may charge, subject to such terms and conditions as may be determined by the Corporation, such fees or charges from any person or organisation or, as the case may be, institution, for use of such areas for each day or part thereof.

#### *3.1.2.2 The Motor Vehicle Act, 1988:*

##### *3.1.2.2.1 Section 117: Parking place and halting stations*

The State Government or any authority authorized in this behalf by the State Government may, in consultation with the Local authority, having jurisdiction in the area concerned, determine places at which motor vehicles may stand either indefinitely or for a specified period of time and may determine the places at which public State Government service, State Government vehicles may stop for a longer time that is necessary for taking up and setting down of passengers.

##### *3.1.2.2.2 Section 122: Leaving vehicle in dangerous position*

No person in charge of a motor vehicle shall cause or allow the vehicle to be abandoned or to remain at rest on any public place in such a position or in such a condition or in each circumstance as to cause or likely to cause danger, obstruction or undue inconvenience to other users of the public place or to the passengers.

##### *3.1.2.2.3 Section 127: Removal of motor vehicles abandoned or left unattended on a public place*

(1) Where any motor vehicle is abandoned or left unattended on a public place for ten hours or more, its removal by a towing service may be authorized by a police officer having jurisdiction.

(2) Where an abandoned, unattended, wrecked, burned or partially dismantled vehicle is creating a traffic hazard because of its position in relation to the highway or its physical appearance is causing the impediment to the traffic, its immediate removal from highway by a towing service may be authorized by police officer having jurisdiction.

(3) Where the vehicle is authorized to be removed under above sub-section (1 &2) by a police officer, the owner of the vehicle shall be responsible for all towing costs, besides any other penalty.

#### *Maharashtra Motor Vehicle Rules, 1989*

##### *3.1.2.2.4 Chapter VII Control of traffic,*

Rule 222. Vehicle abandoned on road-

(1) If any motor vehicle is allowed to stand in any place, other than a duly appointed parking place, in such a way as to cause obstruction to traffic or danger to any person, any police officer, or an officer of the motor vehicle department not below the rank of assistant inspector of motor vehicles may-

(i) Forthwith cause the vehicle to be moved under its own power or otherwise to the nearest place where the vehicle shall not cause undue obstruction to traffic or danger;

(ii) Unless it is moved to a position where it shall not cause obstruction or danger, take all reasonable precautions to indicate the presence of the vehicle; detain the vehicle if parked in no parking zone, by applying wheel clamps in order to initiate legal proceedings; and

(iii) If the vehicle has been stationary in one place for a continuous period of ten hours and adequate steps have not been taken for its repairs or removal by the owner or his representative, remove the vehicle and its contents to the nearest place of safe custody.

(2) If a motor vehicle has been stationary in a duly appointed parking place for a period exceeding that specified by an authority competent in this behalf, in respect of the said place or, if no such periods has been specified, for a period exceeding six hours, any police officer may remove the vehicle in the nearest place of safe custody.

(3) Notwithstanding any fine or penalty which may be imposed upon any person upon conviction for the contravention of the provisions of section 122 or of any regulation made by a competent authority in relation to the use of duly appointed parking place, the owner of the motor vehicle or his heirs or assigners shall be liable to make any reasonable expense incurred by any police officer in connection with the moving, lighting, watching, or removal of a vehicle or its contents in accordance with sub-rule (1) and (2) and any police officer, or any person into whose custody the vehicle has been entrusted by any police officer, shall be entitled to detain the vehicle until he has received payment accordingly and shall upon receiving such payment, give receipt to the person making the payment.

### 3.1.3 B.M.C. Parking Policy vide C.R. No.1048 dated 02-01-2015

B.M.C. has fixed the parking fee rates for different type of vehicles, time duration, days, monthly pass, etc. The rates have been arrived at by multiplying the base rate of Rs. 5.00 by different multiplication factors for different types of vehicles and scenarios.

### 3.1.4 Legal provisions related to Registered Vehicle Scrapping Facility (RVSF)

B.M.C. has proposed to setup a Registered Vehicle Scrapping Facility (**RVSF**). B.M.C. envisages to leverage the use of Information Technology (IT) for smooth and efficient functioning of RVSF by integrating the documentation process of RVSF with the Mumbai Parking Interface user app.

The related regulations under which RVSF is being set-up by BMC are briefly described below.

#### 3.1.4.1 Ministry of Road Transport and Highways Notification CG-DL-E-16092022-238867 dated 13<sup>th</sup> September 2022

- 1) These rules may be called the Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Amendment Rules, 2022.

- 2) They shall come into force on the date of their publication in the Official Gazette.

**3.1.4.2 Maharashtra Vehicle Scrapping Facility Policy (एमव्हीआर-0321/प्र.क्र.41/पनर-2)**

This document provides the guidelines for interested applicants to apply for Registration License and Operate the Registered Vehicle Scrapping Facility in the state of Maharashtra. This Guideline is required to be read along with G.S.R. 653I – Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Rules, 2021 dated 23 September 2021, G.S.R. 695I – Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Amendment Rules, 2022 dated 13 September, 2022, and, Maharashtra Vehicle Scrapping Policy for Concession in motor vehicle tax as amended from time to time.

## 3.2 Key End User Stakeholders and Responsibilities

For the Smart Parking system in the B.M.C Jurisdiction area of the Mumbai, multiple external and internal stakeholders for the department are as below:

- Mumbai Parking Authority Staff
- Residents of Mumbai
- Mumbai Traffic Police (MTP)
- Department of Transport

### **Mumbai Parking Authority (MPA):**

As per regulation 51 of DCPR 2034, the BMC “with the approval of Corporation in consultation with GoM, shall constitute a Parking Authority at BMC level to plan, regulate and manage all on/off street parking and public parking places under the physical jurisdiction of Greater Mumbai. The constituted Parking Authority, inter alia, will fix and promulgate parking fees as well as penalties for various areas/zones in BMC”. Accordingly, BMC has appointed a team of transport planners, Urban Planners and Designers, Policy Researchers, experts and gis technicians under Chief Engineer, Roads and Traffic Department, to carry out the preparatory studies to setup Mumbai Parking Authority (MPA) in partnership with Mumbai Traffic Police and State Transport.

Below are the roles and responsibilities:

- Preparation of the ward wise parking management plan including performing of audit for Off-street parking lots and checking feasibility of On-street parking provisions along with the preparation of Impact assessment plan of parking proposals.
- Coordination with different stakeholders to understand their challenges and requirements regarding designated parking spaces in the jurisdiction of B.M.C, Mumbai.
- To hold joint site visits and discussions with Mumbai traffic police, area local management and B.M.C ward officials regarding verification of parking proposals.

- Preparation of the residential parking policy for the designated parking spaces on street level in the Mumbai on the basis of residential parking policy circular 2019.
- Preparation of plan and list of stakeholders for the Mumbai Parking Pool.
- Preparation of document for road marking and signage for Mumbai.
- Preparation of the manual on communication and outreach for Mumbai Parking Authority.
- Study the existing pricing and prepare the revised pricing plan for the off-street parking lots and on street parking lots.
- Work on the legal amendments in the B.M.C act for setting up of the Mumbai Parking Authority (MPA) as official or legal body in B.M.C.
- Formulate the enforcement strategies for proposed Mumbai Parking spaces.
- Preparation of the Parking plan on different stretches of the roads/streets for the integration in the central database system basis the street location.
- Formulating BrihanMumbai Parking Policy and amendments to it (if any)

#### **Residents of Mumbai:**

Citizens face challenges on a daily basis to find a parking space. Mega cities like Mumbai are expected to remain one of the fastest growing city as well as the financial capital of the India with ongoing economic and infrastructure initiatives. There is an important need to develop solutions to meet parking infrastructure needs for millions of citizens in these rapidly growing cities.

To fulfill the demand of parking spaces for the citizens or for the convenience of Mumbai citizens and, B.M.C has formulated the concept of Mumbai Parking Pool (MPP) under the proposed BrihanMumbai Parking Policy, for which, meetings were held between the different organizations, malls, Taxi Unions, Auto Unions, Truck Unions and different transport-based departments under state government as well as central government such as MMRDA, MBPT, MSRTC, MSRDC, Clubs, Malls, Residential societies, commercial establishments etc. with the Mumbai Parking Authority (Roads & traffic department) of B.M.C.

#### **Mumbai Traffic Police:**

As major Stakeholders, the Mumbai Traffic Police have different roles and responsibilities given as below:

- a) Prevention and reduction of accidents.
- b) Effective enforcement of traffic regulations including the parking areas.
- c) Inculcate a sense of discipline amongst road users and educate citizens including school children on road safety.
- d) Ensure smooth and secure traffic movement for special occasions and VIP duties with minimum inconvenience to the public.
- e) Render assistance to the public in various stressful conditions such as prompt first aid to accident victims.
- f) Assist and advice various agencies in the coordinated development of infrastructure for the smooth and safe flow of traffic.

- g) Encourage participation and involvement of the public in traffic management.
- h) Timely communication with citizens as all the objectives can be achieved with their cooperation.

#### **Department of Transport:**

State department of transport provides all types of data regarding vehicle registrations, number of driving licenses issued in the State as well as data about the road regulations under different acts to the Mumbai Parking Authority for the parking management services in the city.

Below are two visions of the State Department of Transport:

- a) Safe Transportation of Goods & Passengers.
- b) Prompt & Citizen friendly services relating to Motor Vehicles.

The State transport department has following functions:

- a) Safe Transportation of Goods & Passengers
- b) Prompt & Citizen friendly services relating to Motor Vehicles
- c) To enforce the statutory provisions of Motor Vehicles, Act & Rules made there under
- d) To collect revenue in the form of Taxes & fees from Motor Vehicles as per the provisions of the law.

### **3.3 Project Objective**

B.M.C seeks to implement a Parking Management System (which shall be developed by the bidder onboarded through a separate tender) to improve parking operations, optimize usage of the available parking supply, and enhance the overall functioning of streets in the city. This RFP is to onboard a Concessionaire for Supply, Installation, Testing, Commissioning, Operations & maintenance of the Hardware components which shall include (but not limited to) cameras with video analytics, sensors, handheld/ mobile POS machines, entry and exit boom barriers, LED signages etc.

This initiative has multiple benefits, such as –

- **Convenience:** Parking is extremely convenient for operators and the users as it enables the user to make quick payments via contactless modes. Digital contactless transactions can be completed in fraction of minutes which shall be achieved by the CONCESSIONAIRE onboarded through a separate Concessionaire. The data from the devices such as cameras with video analytics, sensors which would be supplied/installed/tested/commissioned/ operated and maintained by the Concessionaire

onboarded through this RFP would be captured and sent to the applications available on the customer's/officers/staff web/mobile application to make convenient booking

- **Effective Surveillance:** Vehicles shall be tracked using cameras with video analytics and the feeds shall be monitored and stored for 30 days thus leading to effective surveillance in case of any theft, no parking, misbehavior or reluctance to pay the parking fee etc. There shall be an additional fleet of operators with mobile/handheld POS machines. The entry and exit boom barriers shall not open unless the payment is completely made by the user.
- **Display of information:** The availability of slots in terms of numbers (how many occupied/vacant) shall be displayed on the LED signages available near the entry and exit of the parking lot. The information of slots available shall be decremented by one after the user enters the boom barriers at the entrance. The number of slots available shall be incremented by one after the user exits the boom barriers at the exit.

The key objective of this project is to establish a collaborative framework where input from different smart solution implemented by B.M.C (by the Concessionaire onboarded through a separate tender) and other stakeholders can be assimilated and analyzed on a single platform; consequently, resulting in aggregated city level information. This information shall be collected from the various devices supplied, installed, commissioned, operated and maintained through the Concessionaire of this RFP. Further this aggregated city level information can be converted to dashboards, which would be communicated to relevant stakeholders and citizens in coordinated and collaborative manner. Furthermore, it is envisaged to bring the data of parking lots under various other departments such as Mumbai Port Trust (MBPT), Indian Railway, BEST, MMRDA, etc to the common platform of Mumbai Parking Pool. As and when required in future, the concessionaire may have to collaborate with these agencies to ensure compatibility of the hardware (like POS machines, sensors, cameras, etc) that these agencies may implement for managing their parking.

Following are the key outcomes expected to be achieved by the proposed interventions:

- a. Improved visualization of ambient or emergency situation in the city and facilitation of data driven decision making
- b. Efficient traffic management
- c. Enhanced safety and security

- d. Better management of utilities and quantification of services
- e. Asset Management
- f. Disaster Management and Emergency Response
- g. Efficiency improvement in public service delivery
- h. Interdepartmental coordination and collaboration for faster execution of services
- i. Implementation and Integration with all existing and future services as identified by B.M.C/ Authority

Components of this RFP including but not limited to (with provision for future scalability):

- CCTV/ Camera System with video analytics
- Boom Barriers
- Fire Extinguisher system in Off Street Parking
- Monitoring and Review Centre
- E-Ticketing System/ E-Payment System
- ECS Markings
- LED/ Hanging LED Display signages
- Mobile/Handheld POS Machines
- Sensors

### 3.4 Purpose of the RFP

The purpose of this tender is for BrihanMumbai Municipal Corporation (B.M.C) to enter into a contract with a qualified firm for the Supply, Installation, configuration, Integration, Commissioning, Operations and Maintenance of Integrated infrastructure system to support the software system (developed by a bidder onboarded through a separate tender) of the Smart parking system of on-street parking areas and off-street parking areas.

The broad expertise of the CONCESSIONAIRE would be as below:

- a. Has sufficient technological expertise for the infrastructure system platform for the installation, integration, and management of smart parking system initiatives using an integrated base for multi-agency collaboration.

- b. Capable of creating Standard Operating Procedures for the various project components and connecting them to used cases that have been created by them
- c. Has a quality control strategy in place to prove that all the equipment/hardware that would be used for the infrastructure setup or installation of the smart parking system based on the software system is examined and found to be functional before shipping
- d. Qualified to perform expert installations of the infrastructure-based equipment integrated with software system for smart parking system (developed through a separate Concessionaire)
- e. Capable of managing and maintaining the sophisticated smart parking system to maximize their capacity for supporting decision-making
- f. Has the expertise of installing components in systems as well as making effective use of the aforementioned technologies through data analytics and monitoring system.
- g. Actively increase the ability of different stakeholders for effective management and operation of the suggested solutions conducted through the surveys, reports and findings of the on-ground study of the locations proposed by the department.

## 4. Instruction to Concessionaire

### 4.1 E-Tender Online Submission Process

#### **IMPORTANT NOTICE TO BIDDERS ON e-TENDERING**

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <https://mahatenders.gov.in> Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on-line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enroll themselves on the website <https://mahatenders.gov.in> using the option "Online Bidder Enrollment". Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mahatenders.gov.in> under the link "Information about DSC".

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

#### **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal**

1. Bidder should do Online Enrolment in [www.mahatenders.gov.in](http://www.mahatenders.gov.in) Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ MTNL Trust line/Safe Script/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. For getting clarity and to know the detailed procedure for registration in the Mahatender portal, for Bid Submission and any other guidelines, bidders are requested to follow instructions and manual given in the following link <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.

Applicant will upload Packet A documents in cover 1 "Fee" and Packet B related Documents in cover 2 "PQC" respectively.

8. (Deleted)

9. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender Schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

11. Bidder should arrange for the EMD as specified in the tender. The EMD should be uploaded in scanned form within the bid submission date and time. The procedure is explained in "Bidder Manual for Online Payment in eProcurement Portal (Tender Fee, EMD & others)" which may be downloaded from link provided in serial number 7 above.

12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

15. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is Transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of Sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

26. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-Procurement System of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>).

27. Due to any unforeseen circumstances if any of the date mentioned in the header data is declared as public holiday, in that case all the dates\* will get shifted by one day or next working day.

#### 28. BARRING PHYSICAL SUBMISSIONS

29. As the entire tendering procedure is online process; the physical submission of documents shall not be entertained.

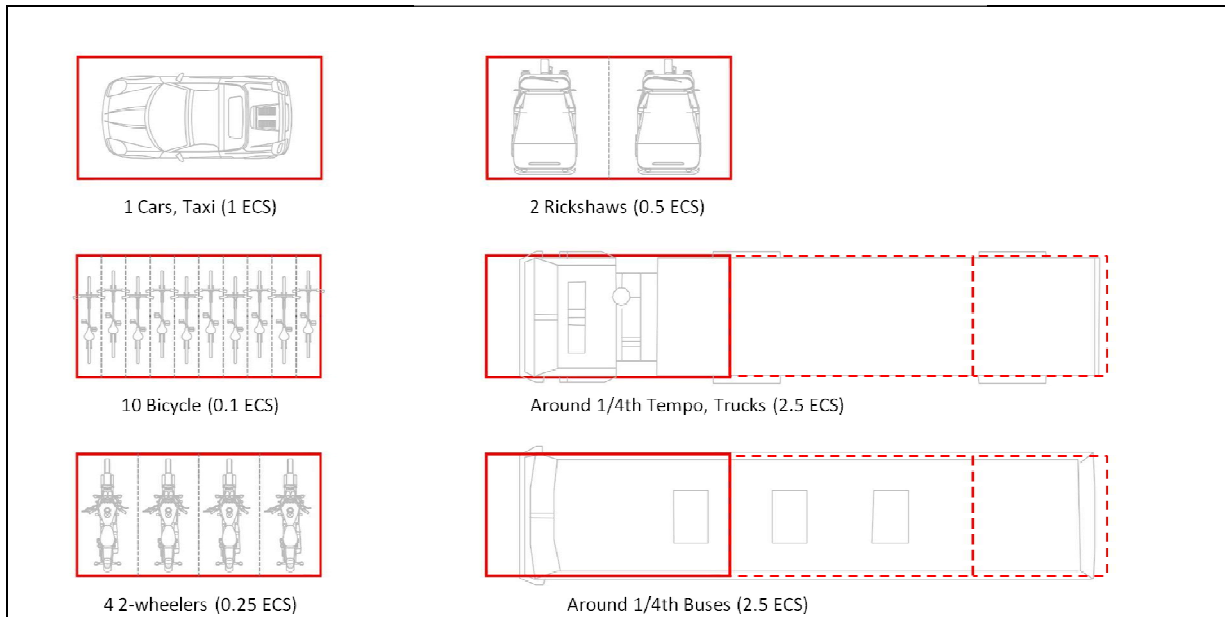
30. The information about DSC, guidelines for bid submission, bidders manual kit, Help for **Contractor**, **FAQ**, etc are available on <https://mahatenders.gov.in>

## 4.2 Definitions and Interpretations

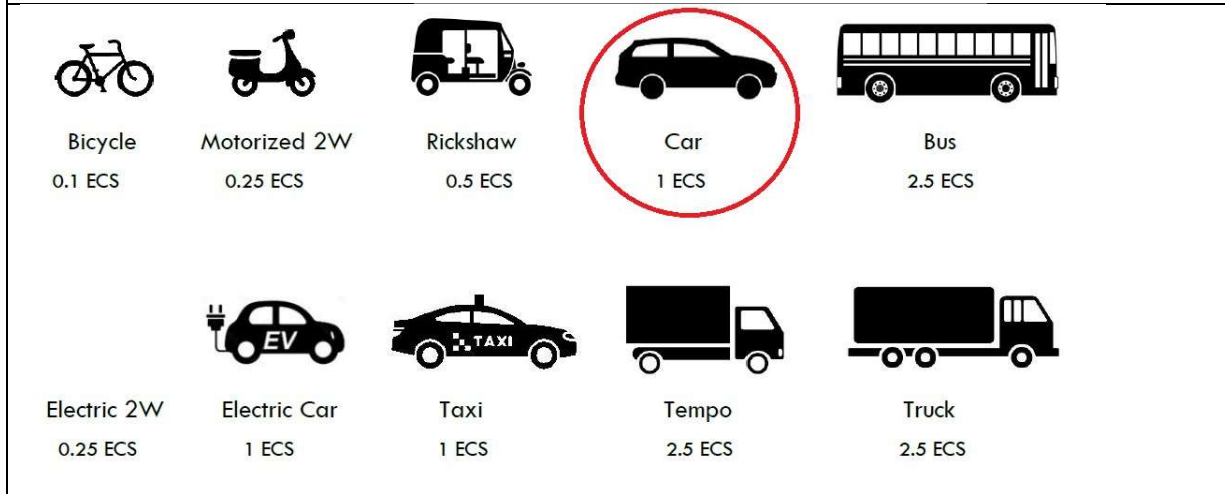
### 4.2.1 Definitions

1. B.M.C shall mean BrihanMumbai Municipal Corporation.
2. Concessionaire/s Shall mean Sole single Concessionaire or any partner in a Consortium of two members.
3. Agreement or Contract Agreement shall mean the Contract Agreement entered between B.M.C & Concessionaire.
4. Concessionaire shall mean the Concessionaire selected by the B.M.C to implement the project on the terms conditions stipulated in the Contract Agreement.
5. Bid or Detailed Bid or Proposal shall mean each Bid (one per project) submitted by the Concessionaire for the project, in response to this RFP including clarifications /or amendments to RFP, if any.
6. Bid Security shall mean the security furnished by the Concessionaire in the form of online payment as stipulated in the RFP document.
7. Bid Evaluation Committee shall mean the committee constituted by the B.M.C for evaluating the Bids.
8. Base Parking Fee Rate or Base Fee Rate is the Fee Rate at the Commencement Date.
9. Compliance Date shall be as defined in the Draft Concession Agreement.
10. Contract Period shall mean number of years/ period starting from the date of Award of Work order for project implementation period of 1 year and valid till the end of O&M duration of 5 years.
11. Car Parking Slot is an individual parking space for one (1) passenger car.
12. Collection is a set of processes designed to the reception, consolidation, Transport deposit of the monies derived from the initialization charge in Smart Parking System.
13. Commercial Bid shall have the meaning as set forth in the RFP document.
14. Firm shall mean a single legal entity, which is a Registered Body.
15. Due Date shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.
16. Equivalent Car Space Factor or ECS Factor is the size of a Parking Slot for a type of vehicle expressed as a fraction of the vehicle size, as depicted diagrams below:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model



Space occupied by different type of vehicles in terms of Equivalent Car Space



17. ECS = LMV (Light Motor Vehicle), 1 ECS = 2.5 metre x 5.5 metre

18. 1 ECS = 1 LMV

19. ECS for TW = ECS for LMV\*0.25, (where TW= Two Wheeler)

20. ECS for LCV = LMV \* 1.5, (where LCV = Light Commercial Vehicle)

21. ECS for HMV = LMV \* 2.5, (where HMV = Heavy Motor Vehicle)

22. ECS for HCV = LMV \* 2.5, (where HCV = Heavy Commercial Vehicle)

23. Grantor shall mean B.M.C

24. IT-based Parking System or Smart Parking System means a system in which collection of parking fees, system monitoring and enforcement is managed in real-time using appropriate technology and cloud database server which shall be developed by the Concessionaire onboarded through a separate tender

25. Letter of Acceptance or LoA means the letter issued by B.M.C to the Successful Concessionaire to provide Smart Parking Management Service in conformity with the terms and conditions set forth in the RFP.
26. No-Parking Area means any portion of the streets where parking is not permitted. All footpaths and cycle tracks are No-Parking Areas.
27. Occupancy means the average per cent of Parking Units on one or more Parking Lot(s) that are occupied by vehicles during specified operational hours/periods specified by B.M.C for the respective Parking Lots.
28. Operating Plan is a set of rules and operating procedures related to parking areas (notification of paid parking, free parking, no-parking), parking fee its payment, signage markings, enforcement other aspects of the Smart Parking System. The contents of the plan may be modified from time to time.
29. Operations Period means the period commencing from Commercial Operation Date (COD) ending on the expiry or prior termination of this Agreement Period;
30. Parking Duration is the duration for which a vehicle is parked in a Parking Slot.
31. Parking Event is an act that occurs when a vehicle is in a stationary position in a Paid Parking Lot or Paid Parking Block.
32. Parking Base Price (PBP) or Fee is an amount charged by Concessionaire for vehicle parking in an on street, off street mode. It is rate per hour applicable for designated vehicle, time and place.
33. Parking Fine or Fine is an amount charged by Mumbai Traffic Police for vehicle parking in a Block Face or Parking Lot without paying the applicable Parking Fee or for parking in a No-Parking Area.
34. Parking Lot is an on-street, off-street space in a public parking area with one or more discrete entrances where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Lot is denoted a unique identification code.
35. Parking Slot is a parking space for one (1) vehicle.
36. Parking Unit means a quantity of parking area in a Block Face or Parking Lot of a size equivalent to the size of a Car Parking Slot.
37. Project means : **Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model** for on-street, off-street, designated parking spaces (four wheelers , LMV,HCV,MMV,LCV and two wheelers) in Mumbai subject to the provisions of this RFP Agreement, (i) financing, implementation, completion, operation maintenance of the Project, execution of the works all, activities incidental thereto, such as testing, installation etc. by the Concessionaire during the project Period; (ii) the transfer of the Project/Project Facilities by the Concessionaire to Grantor or its nominated Concessionaire at the end of the project Period of time or prior termination;
  - a) Project Agreement shall mean Agreement or any other legal documents as mutually agreed between B.M.C and the Preferred Concessionaire, necessary for implementing the Project.
  - b) Project Completion Period shall mean the total period in which the project implementation along with the Operations & maintenance certified by Grantor or its nominated Concessionaire.
  - c) Request for Proposal or RFP shall mean this document.
  - d) Service Certificate means a document that accredits compliance by the Concessionaire with all requirements established in the contract to allow the Concessionaire to begin operations.
  - e) Concessionaire Facilities means the facilities equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract.
  - f) Concessionaire means the successful Concessionaire selected under this RFP with whom B.M.C has entered into an Agreement.

- g)** Two Wheeler Parking Slot is defined as the individual parking space for one (1) motorized two-wheeled vehicle.
- h)** Technical Criteria or Criteria shall mean the criteria stipulated in the RFP, which is required to be complied by the Concessionaire based on his Technical Bid to become eligible for opening evaluation of his Commercial Bid.
- i)** User Account means a record with the Concessionaire that includes a user's mobile phone number, one or more vehicle license numbers, a prepaid balance from which the user may pay for Parking Fees or Parking Fines.
- j)** User means the operator of a vehicle who parks in on-street, off-street in a Lot operated by the Concessionaire.
- k)** Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein shall be deemed to have been included in this Section.

#### 4.2.2 Interpretation

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

1. The singular of any defined term includes the plural vice versa, any word or expression defined in the singular has the corresponding meaning used in the plural vice versa;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement, all annexures, attachments, exhibits, schedules, appendices like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms include shall be deemed to be followed by the words without limitation, whether or not so followed;
6. Any reference to a person shall include such person's successors permitted assignees;
7. A reference to a writing or written includes printing, typing, lithography other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to month shall mean a calendar month, a reference to week shall mean a calendar week a reference to day shall mean a calendar day, unless otherwise specified. D
10. The terms hereof, "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean refer to this RFP not to any particular Article, Clause or Section of this RFP.
11. The terms Article", "Clause", Paragraph, Schedule refer to the Article, Clause, Paragraph Schedule of this RFP so specified;
12. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, the provisions of the Agreement shall prevail or supersede the provisions of other documents.
13. The descriptive headings of Articles Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof.
14. All capitalized words expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

### 4.3 General Conditions

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

### 4.4 Purpose of Bid Document

The purpose of this Bid Document is to select an agency for “Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model” as per the scope defined in the subsequent sections. This document provides information to enable the Concessionaires to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in Section 5 of this Bid Document.

### 4.5 Cost of Bid document

The Cost of bid document as mentioned in Section 2.2 of this RFP.

#### 4.6 Concessionaire Registration and Instructions

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM). SRM is currently managed and supported by ABM Knowledge ware Ltd. who will assist B.M.C in throughout the tendering process for successful implementation.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable.

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

1. Start Date read as **“Sale Date”**
2. End Date read as **“Submission Date”**
3. Supplier read as **“Contractor/Concessionaire”**
4. Concessionaire read as **“Contractor/Concessionaire”**
5. Vendor read as **“Contractor/Concessionaire”**

Concessionaire Quotation read as **“Contractors Bid/Offer”** Purchaser read as **“Department/B.M.C”**

**I.** Before entering online tendering process, the Concessionaire should complete the registration process so as to get User ID for E-tendering links. For this, the Concessionaire can access through Supplier registration via B.M.C Portal. The Concessionaire must be registered with Maharashtra State government and should get registered

There are two methods for this registration: **(II and III)**

**II.** Transfer from R3 (registered Concessionaires with B.M.C) to SRM

1. Concessionaires already registered with B.M.C will approach to Concessionaire Transfer cell.
2. Submit his details such as (name, Concessionaire code, address, registered Email ID, pan card etc.) to Concessionaire transfer cell.
3. B.M.C authority for Concessionaire Transfer, transfers the Concessionaire to SRM application from R3 system to SRM system.
4. Transferred Concessionaire receives User ID creation link on his supplied mail Id.
5. Concessionaire creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

**III.** Online Self Registration (Temporary registration for applicant not registered with B.M.C)

1. Concessionaire fills up Self Registration form via accessing B.M.C portal.
2. Concessionaire Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Concessionaire request.
3. Accepted Concessionaire receives User ID creation email with Link on his supplied mail Id.

Concessionaire creates his User ID and Password for e-tendering application.

#### 4.7 Bid Preparation Cost

1. The Concessionaire is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by B.M.C to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. B.M.C will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This bid does not commit B.M.C 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 Concessionaire shall become the property of B.M.C and may be returned at its sole discretion.

#### 4.8 Pre-Bid Meeting

1. B.M.C will host a Pre-bid Meeting for queries (if any) by the prospective Concessionaires. Details regarding the date, time and place of the meeting are provided in Section 2.2. A maximum of three representatives of each of the Concessionaire may attend the pre-bid meeting on the production of authority letter from the applicant at their own cost. The purpose of the pre-bid meeting is to provide a forum to the Concessionaires to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
2. All enquiries from the Concessionaires relating to this bid must be submitted to the designated contact person as mentioned in Section 2 of this bid document. The queries should necessarily be submitted in the following format as a Microsoft Word/Spreadsheet document only, else it will not be entertained:

#	Bid Document Reference (Page No.)	Bid Document Reference (Section No.)	Bid Document Reference (Section Name)	Content of the Bid requiring correction	Clarification sought/Query
1					
2					
3					

3. Authorization letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the Concessionaire during the pre-bid meeting in the format specified Annexure VI of this RFP.
4. Queries submitted post the specified deadline, or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the B.M.C website (<https://mahatenders.gov.in>).

#### 4.9 Opening of Technical Bids

1. B.M.C shall open the Technical Bids in public, in the presence of Concessionaires' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 2.2.
2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the Online EMD Application shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Concessionaire, the presence of an EMD, and any other details as B.M.C may consider appropriate.
4. B.M.C shall prepare a record of the bid opening that shall include, at a minimum: the name of the Concessionaire and the presence or absence of EMD. The Concessionaires' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Concessionaire during bid opening in the format specified in the bid document.
6. Once the bids are opened each bid will be checked for pre-qualification criteria.

#### 4.10 Evaluation of Technical Bids

Concessionaires who qualify in Packet A as mentioned in Section 4.18 of this RFP shall be considered as qualified to move to the next stage of Technical evaluations. B.M.C shall consider only documents submitted as part of Packet B for Technical Evaluation – Packet B. No other documents shall be considered for evaluation. The Technical Evaluation of Concessionaires' proposals (Packet B) shall be based on:

- Technical Proposal Document
- Technical Presentation
- Proof of Concept

1. Concessionaires will have to make and deliver the technical presentation regarding Approach and Methodology and Understanding of the requirements.
2. During the presentation, the Concessionaire has to specifically demonstrate design parameters and security and ruggedness of the system and devices.
3. Concessionaires shall be directed to give Proof of Concept to B.M.C as per the demo scripts that shall be shared with the Concessionaires who qualify the Technical Stage.

#### 4.11 Amendment of Bid Document

1. At any time before the deadline for submission of bids, B.M.C, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Concessionaire, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating Concessionaires through email.

2. The Concessionaires are advised to visit the B.M.C website as stated in section 2 of this document on regular basis for checking necessary updates. B.M.C also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been considered by the Concessionaire in its bid.
3. To afford prospective Concessionaires reasonable time in which to take the amendment into account in preparing their bids, B.M.C may, at its discretion, extend the last date for the receipt of Bids.

#### 4.12 Earnest Money Deposit (EMD) and Refund

1. Concessionaires shall pay, along with their Bids, EMD amount as mentioned in Section 2.1.
2. In case a bid is submitted without the EMD as mentioned above then B.M.C reserves the right to reject the bid without providing opportunity for any further correspondence to the Concessionaire concerned.
3. The EMD shall be denominated in Indian Rupees only. No interest shall be paid by B.M.C towards the deposited EMD.
4. The Concessionaire shall have to pay EMD for the entire amount calculated i.e., EMD should be paid one time only for the entire amounts calculated as per instructions in section 2.1, clause 8.
5. EMDs of all Concessionaires barring first four highest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 4th highest share of revenue Concessionaire shall be returned on their written request after recommendation of bid committee. After returning EMD to these two Concessionaires, for any reasons, if these Concessionaires become eligible for contract as per the recommendation of Bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the Concessionaire who offers the maximum revenue share to the B.M.C, the EMD of 2nd highest Concessionaire shall be returned immediately without waiting for request. EMD of the 3 successful Concessionaires (Parcel 1, 2 and 3) will be refunded after submission of Performance Bank Guarantee and compliance of contractual formalities.
6. The EMD may be forfeited in any of the following cases:
  - i. If a Concessionaire withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
  - ii. In the case of a successful Concessionaire, if the Concessionaire fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document
  - iii. During the bid process, if a Concessionaire indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  - iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
  - v. The decision of B.M.C regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
  - vi. Unsuccessful Concessionaire's EMD shall be returned to the unsuccessful Concessionaire within 180 days from the date of opening of the Commercial bid.

- vii. EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Bank Guarantee within specified time.
- viii. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**Note:**

1. Curable Defect shall mean shortfalls in submission such as:

- a) Non-submission of following documents,
  - i. Valid Registration Certificate
  - ii. Valid Bank Solvency
  - iii. Sales Tax Registration Certificate (VAT)
  - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
  - v. Partnership Deed and any other documents
  - vi. Undertakings as mentioned in the tender document.
- b) Wrong calculation of Bid Capacity,
- c) No proper submission of experience certificates and other documents, etc.

2. Non-curable Defect shall mean

- a) In-adequate submission of EMD amount,
- b) In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

#### 4.13 Rights to Terminate the Process

- 1. B.M.C may terminate the bid process at any time and without assigning any reason. B.M.C makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2. This bid document does not constitute an offer by B.M.C. The Concessionaire's participation in this process may result in B.M.C selecting the Concessionaire to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by B.M.C to execute a contract or to continue negotiations. B.M.C may terminate negotiations at any time without assigning any reason.

#### 4.14 Solvency Certificate

A valid Bank Solvency Certificate of amount as mentioned in Section 6.11.11 issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder (Packet 'A').

#### 4.15 Site Visit

Concessionaires are welcome to visit the site/s and obtain additional information at their own cost and responsibility. However, a prior appointment with the concerned officials is recommended.

#### 4.16 Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

#### 4.17 Bid Submission Format

The entire bid shall strictly be as per the format specified in this bid.

#### 4.18 Documents Comprising of Bids

1. Following table is provided as the guideline for submitting various important documents along with the bid.

#	Type of Envelop	Documents to be Submitted
	Pre-Qualification Folder (Packet A)	<ol style="list-style-type: none"> <li>1. Cover Letter</li> <li>2. Board Resolution Authorizing the Concessionaire to sign/ execute the bid as a binding document and execute all relevant agreements forming part of bid or Power of Attorney executed by the Concessionaire in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid</li> <li>3. Valid Bank Solvency Certificate not earlier than 6 months from the date of submission of the</li> </ol>

#	Type of Envelop	Documents to be Submitted
		<p>bid as specified</p> <ol style="list-style-type: none"> <li>4. Copy of GST registration certificate.</li> <li>5. Concessionaire’s Particulars as per specified format</li> <li>6. Self-declaration by Authorized signatory to certify that the products quoted are not end of life for the next 5 years as well as OEM certificate for the same as per specified format</li> <li>7. All the documentary evidence required as per pre-qualification criteria mentioned in section 2.3 (Pre-Qualification Criteria) of this bid</li> </ol>
	Technical Bid Folder (Packet B)	<ol style="list-style-type: none"> <li>1. Concessionaire’s Particulars in the format specified</li> <li>2. Authorization letters from OEM/s, if required</li> <li>3. All the supporting documents required as per evaluation of Technical Bids mentioned in section 4.24</li> <li>4. Commercial Bid Cover Letter</li> <li>5. “Best Price” Offer letter</li> <li>6. Other Documents (as per requirements of the bid)</li> </ol>
	Commercial Bid Folder (Packet C)	To be Submitted Online

2. Concessionaires shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Packet shall be sufficient grounds for rejection of the bid.
3. The Concessionaires shall categorically provide their Email-ID in packet ‘A’

#### 4.19 Withdrawal of Bids

1. A Concessionaire wishing to withdraw its bid shall notify to B.M.C 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 no later than the deadline for submission of bids. The notice of withdrawal shall
  - a) Be addressed to B.M.C at the address named in the Bid Data Sheet
  - b) Bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Concessionaire’s EMD.

#### 4.20 Evaluation Process

1. The evaluation process of the bid proposed to be adopted by B.M.C is indicated in this section. The purpose of this section is to provide the Concessionaire an idea of the evaluation process that B.M.C may adopt.
2. B.M.C shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC committee will be formed by Hon’ble MC /Hon’ble AMC. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. B.M.C may waive any informality or non-conformity in a bid which does not constitute a material deviation according to B.M.C.
3. There should be no mention of bid prices in any part of the bid other than the Commercial Bid.
4. Any attempt by a Concessionaire to influence the bid evaluation process may result in the rejection of Bid.

#### 4.21 Bid data Sheet

#	Information	Details
<b>A. Introduction</b>		
1	Project Name	“Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model”
2	Bid Document reference number and Start Date	Tender Document No : 2024_MCGM_1004238 Start Date: 14.02.2024 Time 11:00:00

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

3	Tender Scrutiny Fee (Non-Refundable)	Rs. 25,000 + 18% GST (Rs. 29,500) (Rupees Twenty Nine Thousand and Five Hundred only)
4	Bid Download Due Date	Date: 06.03.2024 Time: 16:00:00
5	Earnest Money Deposit (EMD)	Rs. 3,00,00,000/- (Rupees Three Crores Only)
6	EMD Submission Due Date & Time	Date: 06.03.2024 Time: 16:00:00
7	Bank Solvency Certificate	Rs. 30,00,00,000 (Rupees Thirty crores only)
8	Performance Bank Guarantee (Security Deposit)	Rs. 30,00,00,000 (Rupees Thirty crores only)
<b>B. Preparation of Bids</b>		
1	Language of Bid	English
2	Bid Validity Period	180 days from the Date of Opening of Bid
3	Performance Security Validity Period	Valid up to the entire contract period (including defect liability period or payment of final bill whichever is later)
<b>C. Bid Presentation</b>		
1	Last date for submission of written queries for clarifications	Date: 20.02.2024 Time 18:00:00
2	Query Submission	To be submitted via e-mail only. Kindly refer to section 7.4 for query format.
3	Place, Date and Time of pre-bid meeting	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018  Date : 21.02.2024  Time : 12:00:00 Hrs
4	Contact Person for clarification of Queries:  Shri. M.B. Agrawal Dy Ch E (Traffic)	Mobile no. 98696 14227  Mobile no. 85520 00029

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

	Shri Amit Patil Ex. Eng. (Traffic & Coord)	
5	Contact Information	Email id : <a href="mailto:dychertr.rt@mcgm.gov.in">dychertr.rt@mcgm.gov.in</a>
6	Last date (deadline) for receipt of proposals in response to Bid Document notice	Date : 06.03.2024 Time : 16:00:00 hrs
7	Place, Time, and Date of opening of Technical Proposals (Packet A and Packet B) received in response to the Bid Document notice	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 07.03.2024 Time : 16:00:00 hrs
8	Place, Time, and Date of technical presentations by qualified Concessionaires	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 19.03.2024 Time : 16:00:00 hrs
9	Place, Time, and Date of opening of Financial Proposals received in response to the Bid Document notice	Office of Chief Engineer, Ground Floor, Municipal Engineering hub, Dr. Moses Road, Worli Naka, Mumbai – 400018 Date : 26.03.2024 Time : 15:00:00 Hrs
<b>D. Evaluation of Bids and Awarding of Contract</b>		
1	Signing of Contract Agreement with B.M.C	.....

#### 4.22 Bidder Selection Process

- The choice of the bidder shall be subject to the fulfillment of the H1 Criteria. The H1 Criteria shall be deemed as the determining factor for the awarding of the project to the bidder who is willing to provide BMC with the highest revenue sharing capacity."

- The H1 criteria will be evaluated based on the bidder's proposed revenue-sharing model. The bidder who offers the highest percentage of revenue to BMC will be selected. It is important to note that the bidder's proposed revenue-sharing model should be feasible and sustainable for both parties.

#### **Restriction on Winning Bidders for Multiple Land Parcels**

- The Brihan Mumbai Municipal Corporation (BMC) has made a strategic decision to divide its parking project into three distinct parcels, each comprising eight wards. This will allow for a more streamlined and effective approach to parking management across the 24 wards of BMC
- In case where the same bidder is H1 in multiple parcels, then the BMC authority will allot the parcels in such a way that the H1 bidder giving highest benefit (absolute INR revenue share) to BMC would be given first priority and such parcel would be allotted to the bidder first. For the rest of the parcels (where same bidder is H1), BMC would ask the H2 bidder to match H1 for the parcel. After following the above procedure, while allotting the rest of the parcels, the same principle of bidder giving highest benefit (absolute INR revenue share) to BMC would be given priority and allotted in sequence following the absolute INR revenue share as the yardstick.
- However, no bidder shall be allocated more than one land parcel even if same bidder is H1 for multiple parcels.
- In case of same % revenue quoted by multiple bidders, the one with the higher technical score shall be chosen.
- In case, bidders having same % revenue also have same Technical Score, then the bidders having more financial net worth at the end of financial year 2022-23 will be declared as preferred bidder.
- If none of the above resolves the tie, then all bidders who have quoted same % revenue shall be required to submit re-quotation in sealed envelopes to the BMC within 07 (seven) working days from the day of opening of packet C. These sealed bids shall be opened in the office of the Chartered Accountant of BMC in presence of the members of bid evaluation committee and all bidders who have submitted the bids. The bidder who bids the highest percentage of revenue share in the re-quote shall be selected as the winning bidder.

#### **OEM Criteria for Smart Parking Cameras**

In order to ensure the success of the Smart Parking Camera Project, the following OEM criteria must be met:

1. Compatibility with existing systems: The Smart Parking Camera must be compatible with existing systems used by BMC. This includes software and hardware compatibility.

#### **OEM Criteria for sensors in Smart Parking project**

In the development of a smart parking project, it is essential to establish the OEM criteria for sensors to ensure that the project is successful. Here are crucial factors to consider when choosing sensors for smart parking:

- 1 Compatibility: The sensors should be compatible with the existing infrastructure and technology used in the smart parking project.
- 2 Scalability: The sensors should be scalable to accommodate future expansion of the smart parking project.

Above are some of the key OEM criteria for sensors in a smart parking project.

#### 4.23 Evaluation Criteria

1. The evaluation process of the bid proposed to be adopted by B.M.C is indicated in this section. The purpose of this section is to provide the Concessionaire an idea of the evaluation process that B.M.C may adopt.
2. B.M.C shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC committee will be formed by Hon'ble MC /Hon'ble AMC. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. B.M.C may waive any informality or non-conformity in a bid which does not constitute a material deviation according to B.M.C.
3. There should be no mention of bid prices in any part of the bid other than the Commercial Bid.
4. Any attempt by a Concessionaire to influence the bid evaluation process may result in the rejection of Bid.
5. As per circular issued u/no. CH.E.(V) 436/B dated 18.05.2023, bidder shall submit the undertaking Annexure-F on Rs. 500 stamp paper for Grievance Redressal Mechanism (refer 12.16).

#### 4.24 Evaluation of Technical Bids

The Financial Bids of only those Concessionaires, who qualify in the Pre-Qualification stage and Technical Evaluation, shall be considered, and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) shall invite each Concessionaire to make a presentation-cum-demonstration as part of the technical evaluation.

The BEC may require verbal/written clarifications from the Concessionaires to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in

B.M.C's interest). To qualify technically, a Bid must secure a minimum of 70 marks of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 70 marks of total marks in technical evaluation will be considered for opening of their Commercial Bid. However, the authority reserves the right to lower the minimum required marks if none of the Concessionaires achieves 70 marks of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

The Concessionaires' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the Bid document and adopting the evaluation criteria spelt out as below.

Technical Evaluation of the bids would be carried out on following broad parameters as given below:

**Technical evaluation criteria:**

S.No.	Criteria	Max Marks
A	Financial: Turnover	25
B	Financial: Net Worth & Profit Making	20
C	Experience in Smart Parking	45
D	Approach and Methodology	10
	<b>Total</b>	<b>100</b>

Sl.	Description	Max. Score	Scoring Mechanism	Credential Required
<b>A</b>	<b>Financial: Turnover</b>	<b>25</b>		
A1	The Bidder (cumulative of all the members) must have achieved an average annual turnover of INR 350 Crores from IT / ITES over the three most recent financial years, 2020-21, 2021-22 and 2022-23 (as per the most recently audited balance sheets).	25	Cumulative Turnover - <ul style="list-style-type: none"> <li>▪ <math>\geq 350</math> Crore to <math>\leq 400</math> Crore - 12 Marks</li> <li>▪ <math>&gt; 400</math> Crore to <math>\leq 500</math> Crore - 14 Marks</li> <li>▪ <math>&gt; 500</math> Crore to <math>\leq 600</math> Crore - 16 Marks</li> <li>▪ <math>&gt; 600</math> Crore to <math>\leq 700</math> Crore - 18 Marks</li> <li>▪ <math>&gt; 700</math> Crore - 20 marks</li> </ul>	CA Certificate, Copy of Balance Sheet and Profit and Loss Statement
<b>B</b>	<b>Financial: Net Worth &amp; Profit Making</b>	<b>20</b>		
<b>B1</b>	1) Participants in the bidding process (consortium members) should demonstrate a <b>positive net worth</b> over the past three consecutive financial years (2020-21, 2021-22, 2022-23)	20	Net Worth- <ul style="list-style-type: none"> <li>▪ <math>\geq 150</math> Crore to <math>\leq 200</math> Crore - 12 Marks</li> <li>▪ <math>&gt; 200</math> Crore to <math>\leq</math></li> </ul>	CA Certificate, Copy of Balance Sheet and Profit and Loss Statement

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	2) The lead bidder must have been profitable in the most recent fiscal year.		<p>250 Crore – 14 Marks</p> <ul style="list-style-type: none"> <li>▪ &gt;250 Crore to &lt;= 300 Crore - 16 Marks</li> <li>▪ &gt;300 Crore to &lt;= 350 Crore - 18 Marks</li> <li>▪ &gt;350 Crore - 20 marks</li> </ul>	
<b>C</b>	<b>Experience in Smart Parking</b>	<b>45</b>		
C1	<p>Implementation Experience: The bidder (or any consortium member) should have experience in Large Scale implementation of IT/ ICT System Integration project with component of smart parking solution for any government / PSU / Smart City /Safe City/ City Surveillance in India</p>	25	<p>Cumulative Project Order Value -</p> <ul style="list-style-type: none"> <li>▪ &gt;= 150 Crore to &lt;= 180 Crore - 12 Marks</li> <li>▪ &gt; 180 Crore to &lt;= 210 Crore - 15 Marks</li> <li>▪ &gt;210 Crore to &lt;= 240 Crore - 18 Marks</li> <li>▪ &gt;240 Crore to &lt;= 270 Crore - 21 Marks</li> <li>▪ &gt;300 Crore - 25 marks</li> </ul>	<p>Copy of Work Order / Agreement and Work Completion from client In case of On-going project a certificate from the client has to be provided mentioning that the Smart Parking Project has gone live.</p>
C2	<p>Implementation experience: The bidder (or any consortium member) should have executed projects for implementing minimum 100 City Surveillance Cameras/ 100 Smart Parking Sensor in any government / PSU/ Smart City /Safe City/ in last 5 years. This is for a single project experience for a single client.</p>	10	<p>No of Cameras/Sensors-</p> <ul style="list-style-type: none"> <li>▪ &gt;= 100 count to &lt;= 200 Count - 6 Marks</li> <li>▪ &gt; 200 count to &lt;= 300 count- 7 Marks</li> <li>▪ &gt;300 Count to &lt;= 400 Count - 8 Marks</li> <li>▪ &gt;400 Count to &lt;= 500 Count - 9 Marks</li> <li>▪ &gt;500 Count - 10 marks</li> </ul>	<p>Copy of Work Order / Agreement and Work Completion from client In case of On-going project a certificate from the client has to be provided mentioning that the Smart Parking Project has gone live.</p>

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C3	In last 3 years, the bidder (or any consortium member) must have executed projects of smart parking management in India with a ECS count of at least 250.	10	Projects meeting the defined criteria  1 Project – 6 marks 2 Projects – 7 marks 3 Projects – 8 marks 4 Projects – 9 marks 5 Projects – 10 marks	Copy of Work Order / Agreement and Work Completion from client  In case of On-going project a certificate from the Statutory Auditor/ Chartered Accountant has to be provided mentioning that 80% of Capex work has been completed.
<b>D</b>	<b>Approach and Methodology, solution documentation, Presentation and POC</b>	<b>10</b>		
<b>D1</b>	Approach, Methodology, Project Management, Execution Methodology, SLA management, Valuable addition	5	1. Understanding of MCGM requirements 2. Project Management Structure 3. Team Deployment strategy 4. Overall Project Plan 5. Risk Management 6. Innovative concepts being proposed 7. Strategy to meet project timelines	
<b>D2</b>	Presentation	5	1. Presentation led by the Project Manager covering the key sections of the proposal 2. Response to queries raised by the Bid Evaluation Committee.	
<b>Maximum Marks</b>		<b>100</b>		

Note: Technical Qualification of only pre-qualified candidates will ONLY be considered. Candidates who are not getting pre-qualified will be considered not technically qualified.

#### 4.25 Opening of Technical Bids

1. B.M.C shall open the Technical Bids in public, in the presence of Concessionaires' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.1.
2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the Online EMD Application shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Concessionaire, the presence of an EMD, and any other details as B.M.C may consider appropriate.
4. B.M.C shall prepare a record of the bid opening that shall include, at a minimum: the name of the Concessionaire and the presence or absence of EMD. The Concessionaires' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Concessionaire during bid opening in the format specified in the bid document.
6. Once the bids are opened each bid will be checked for pre-qualification criteria.

#### 4.26 Opening of Commercial Bids

1. Concessionaires should necessarily give the financial details in the formats given in commercial section of this RFP. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in the RFP (hence the Concessionaire is expected to understand the RFP in all respects). In case the selected Concessionaire does not quote for or provision for any hardware / software / any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to B.M.C.
2. The Concessionaire is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Concessionaire as per the scope of his work and must cover the entire Contract Period.
  - The Commercial bids shall not be opened by B.M.C until the evaluation of the Technical Proposals has been completed.
  - The Commercial bids shall be opened for the different parcels of Mumbai; each parcel shall have a mix of wards from Mumbai City, Mumbai Eastern Suburbs and Mumbai Western Suburbs. The Concessionaire quoting highest % of revenue share quoted for the respective individual parcels will be

chosen. No two land parcels of the city shall be allocated to any Concessionaire even in case of highest % of revenue share quoted by the same Concessionaire for multiple parcels.

3. The B.M.C reserves the right to award the part of the Mumbai to the Concessionaire as per their discretion in case of any disputes.
4. B.M.C may seek clarifications from the Concessionaire on the Technical Proposal. Any of the clarifications by the Concessionaire on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the Concessionaire should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the Concessionaire on the Technical Proposal during the evaluation of the technical offer.
5. After the technical evaluation is completed and B.M.C has issued its no objection (if applicable), B.M.C shall inform the Concessionaires who have submitted proposals and cleared the technical evaluation and shall notify those Concessionaires whose Proposals did not pass technical evaluation or were considered nonresponsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
6. B.M.C shall simultaneously notify in writing Concessionaires that have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date should allow Concessionaires sufficient time to make arrangements for attending the opening. Concessionaires' attendance at the opening of Financial Proposals is optional.
7. Financial Proposals shall be opened publicly in the presence of the Technically Qualified Concessionaires' representatives who choose to attend. The name of the Technically Qualified Concessionaires shall be read aloud.
8. B.M.C shall prepare a record of the bid opening that shall include, at a minimum: the name of the Concessionaire and whether there is a withdrawal, substitution, or modification; the Bid Price, and the presence or absence of a bid security. The Concessionaires' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Concessionaires.
9. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Concessionaire during bid opening in the format specified in Annexure VI.
10. If a Financial Proposal is seriously unbalanced or front loaded in the opinion of B.M.C, B.M.C may require the Concessionaire to produce detailed analyses for any or all items of the Technical and Commercial Proposals, to demonstrate the internal consistency of those prices with the methodologies and staffing proposed.

11. The Commercial Bids will be evaluated by B.M.C for completeness and accuracy. Arithmetical errors will be rectified on the following basis –
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected
  - c) If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the points above.
12. The amount stated in the proposal form, adjusted in accordance with the above-mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
13. If the Concessionaire does not accept the correction of errors, its bid will be rejected, and the bid security may be forfeited.
14. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.
15. Commercial Proposal shall not contain any technical information.

#### 4.27 Error correction in Commercial proposal

Concessionaires are advised to exercise adequate care in quoting the prices. The quoted price shall be corrected for arithmetical errors as mentioned in Section 4.26.

The amount stated in the Commercial Proposal, adjusted in accordance with the above procedure and as stated in this RFP, shall be considered as binding on the Concessionaire for evaluation.

#### 4.28 Selection Method

Bidder selection process is described under section 4.22 “Bidder Selection”.

Note:

The Presentation has to delivered by proposed Project Manager

Proof of Concept parameters will be shared separately to the technically qualified Concessionaires at a later stage.

For projects where fee has been received in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.

Projects executed for Concessionaire's own or Concessionaire's group of companies shall not be considered.

Presentation shall be restricted around the submitted Technical proposal to the authority. Any deviation from the technical proposal, shall not be considered during evaluation.

#### 4.29 Proposed Technical Solution for the Project

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

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

a) Bill of Material (i.e., Un-priced Financial Bid format): This document should give indication of all the proposed cost components, without specifying the costs. Applicant should note that the bid shall get disqualified if Applicant gives price details in the technical document.

b) Describe the proposed Technical Solution for each of the components, for off-street, on-street in a structured manner. Following should be captured in the same:

i. Detailed description of the design technical solution various applications components including make of equipment or sizing of infrastructure (including diagrams calculations wherever applicable);

ii. Reasoning for selection of the proposed technology over other options;

iii. Extent of compliance to technical requirements specified in the scope of work;

iv. Technical Design with clear articulation of benefits to B.M.C of various components of the solution.

v. Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients;

vi. Any other parameter.

c) Provide detailed Approach Methodology for Implementation and Post Implementation periods.

d) Approach & Methodology for Management of SLA Requirements specified in the RFP document.

Applicant is required to clearly articulate how each of the SLA requirements would be adhered in a tabular format.

e) Detailed Project Plan with timelines, resource allocation, milestones, etc., in for supply, installation commissioning of the physical IT components for the Smart parking.

f) Insights into Best latest Industry practices Standards

#### 4.30 OEM / Service Provider Partner Participation Criteria

1. In the case of non-proprietary and proprietary solution, the Concessionaire will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Concessionaire in concern would be bidding for implementation. The template for this form can be found in section 13.10 of this document.
2. 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 tender separately under different names for the same contract.
3. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
4. 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 penal and legal action including blacklisting.
5. If after awarding the contract it is found that the accepted tender 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 including blacklisting against the contractors as well as related firm/establishment.

#### 4.31 Rights to Accept / Reject any or all Bids

B.M.C reserves the right to accept or reject any bid, 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 Concessionaire or Concessionaires or any obligation to inform the affected Concessionaire or Concessionaires on the grounds for B.M.C's action.

#### 4.32 Clarification

Concessionaire requiring any clarification on the tender may notify B.M.C in writing or by fax or e-mail. They should send in their queries before the date specified in Section 4.1. B.M.C shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. B.M.C will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

B.M.C shall Endeavor to respond to the questions raised or clarifications sought by the Concessionaire. However, the B.M.C reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the B.M.C to respond to any question or to provide any clarification, but not later than the date provided in Section 2.

B.M.C may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Concessionaire. All clarifications and interpretations issued by B.M.C shall be deemed to be part of the tender. Verbal clarifications and information given by B.M.C, or its employees or representatives shall not in any way or manner be binding on the B.M.C.

#### 4.33 Notification of awards and signing of Contract

1. Prior to the expiration of the period of bid validity, the Concessionaire will be notified in writing or by FAX/email that their bid has been accepted.
2. The notification of award will constitute the formation of the Contract. Upon the Concessionaire's executing the contract with B.M.C, it will promptly notify each unsuccessful Concessionaire and return their EMDs.
3. At the time B.M.C notifies the successful Concessionaire that its bid has been accepted, B.M.C will send the Concessionaires the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Concessionaire shall sign and date the Contract and return it to B.M.C. Draft Format of the contract has been included in the bid document.

#### 4.34 Performance Bank Guarantee

1. The Concessionaire shall at his own expense, deposit with Corporation, within Thirty (30) working days of the notification of award of the contract / prior to signing the contract, an unconditional

and irrevocable Performance Bank Guarantee (PBG) as a Security Deposit from the list of approved banks (specified in the bid document) as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Concessionaire. Failing to which the Earnest Money Deposit of the Concessionaire will be forfeited.

2. This Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Concessionaire.
3. Details on validity of the performance bank guarantee are specified under section 13 (Format 13) of this document. The Performance Bank Guarantee letter format can be found in this document.
4. The Performance bank Guarantee will not be accepted in broken period and same will be one complete for entire DLP period.
5. As per provision of Bombay Stamp Act 1958, 0.5% stamp duty is payable for security deposit.
6. The Performance Bank Guarantee may be discharged/ returned by Corporation upon being satisfied that there has been due performance of the obligations of the Concessionaire under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
7. In the event of the Concessionaire being unable to service the contract for whatever reason, B.M.C would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of B.M.C under the Contract in the matter, the proceeds of the PBG shall be payable to B.M.C as compensation for any loss resulting from the Concessionaire's failure to complete its obligations under the Contract. B.M.C shall notify the Concessionaire in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Concessionaire is In default.
8. The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Service provider to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the Concessionaire and the Concessionaire fails to rectify the breach within the 'Cure Period'.
9. B.M.C shall also be entitled to make recoveries from the Concessionaire's bills, performance bank guarantee, or from any other amount due to the Concessionaire, the equivalent value of any payment made to the Concessionaire due to inadvertence, error, collusion, misconstruction, or misstatement

#### 4.35 Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Concessionaire to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Concessionaire (i.e., H2 Concessionaire).

#### 4.36 Terms and Conditions of the Bid

Concessionaire is required to refer to the draft Contract Agreement, provided in this bid document, for all the terms and conditions (including project timelines) to be adhered by the successful Concessionaire during contract period. 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 Annexure. Please refer to the Interpretation Section of the Agreement (Section 8.2 of draft agreement) for reference of the Annexure.

#### 4.37 Legal and Stationary Charges

Successful tenderer shall pay the Legal Charges + Stationary charges as below or as per latest applicable Circular at the time of award of contract and applicable 18 % GST (currently the amounts mentioned here are as per circular of legal department u/no. 26206 dtd 31.08.2023).

Contract Value	Legal Charges + Stationary Charges
Up to Rs. 50,000	Nil
Rs.500001/- upto Rs. 1,00,00,000/-	At the rate of 0.10 % of the contract value (regarding the subsequent rounding of such amount to the next hundredth) + 18% GST (Minimum of Rs. 1000 + 18 % GST & Maximum of Rs. 10,000 + 18 % GST )
Rs. 1,00,00,001 upto Rs. 10,00,00,000/-	[Rs. 10,000 for the contract value of Rs. 1,00,00,000 + At the rate of 0.05 % on the contract value exceeding of Rs. 1,00,00,000 upto Rs. 10,00,00,000/- (regarding the subsequent rounding of such amount to the next hundredth) ] + 18 % GST
Rs. 10,00,00,001/- upto Any limit	[Rs. 55,000 for the contract value of Rs. 10,00,00,000 + At the rate of 0.01 % on the contract value exceeding of Rs. 10,00,00,000/- upto Any limit] + 18 % GST

In case of revision of the above mentioned legal and stationary charges, Concessionaire shall pay revised legal and stationary charges.

The concessionaire is requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

#### 4.38 Stamp Duty

The stamp duty payable for the contract shall be borne by the Service Provider IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.

As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract”, a contract for works and labor or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

Contract Value	Stamp Duty
<b>Where the amount or value set forth in such contract does not exceed rupees ten lakh.</b>	INR. 500/-
<b>Where it exceeds rupees ten lakhs</b>	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees Twenty Five lakh stamp duty.
<b>On Bank Guarantee</b>	As per Article 54 read with 40(b) 0.5% of B.G amount stamp duty to be paid by Bidder.

## 5. Scope of Work

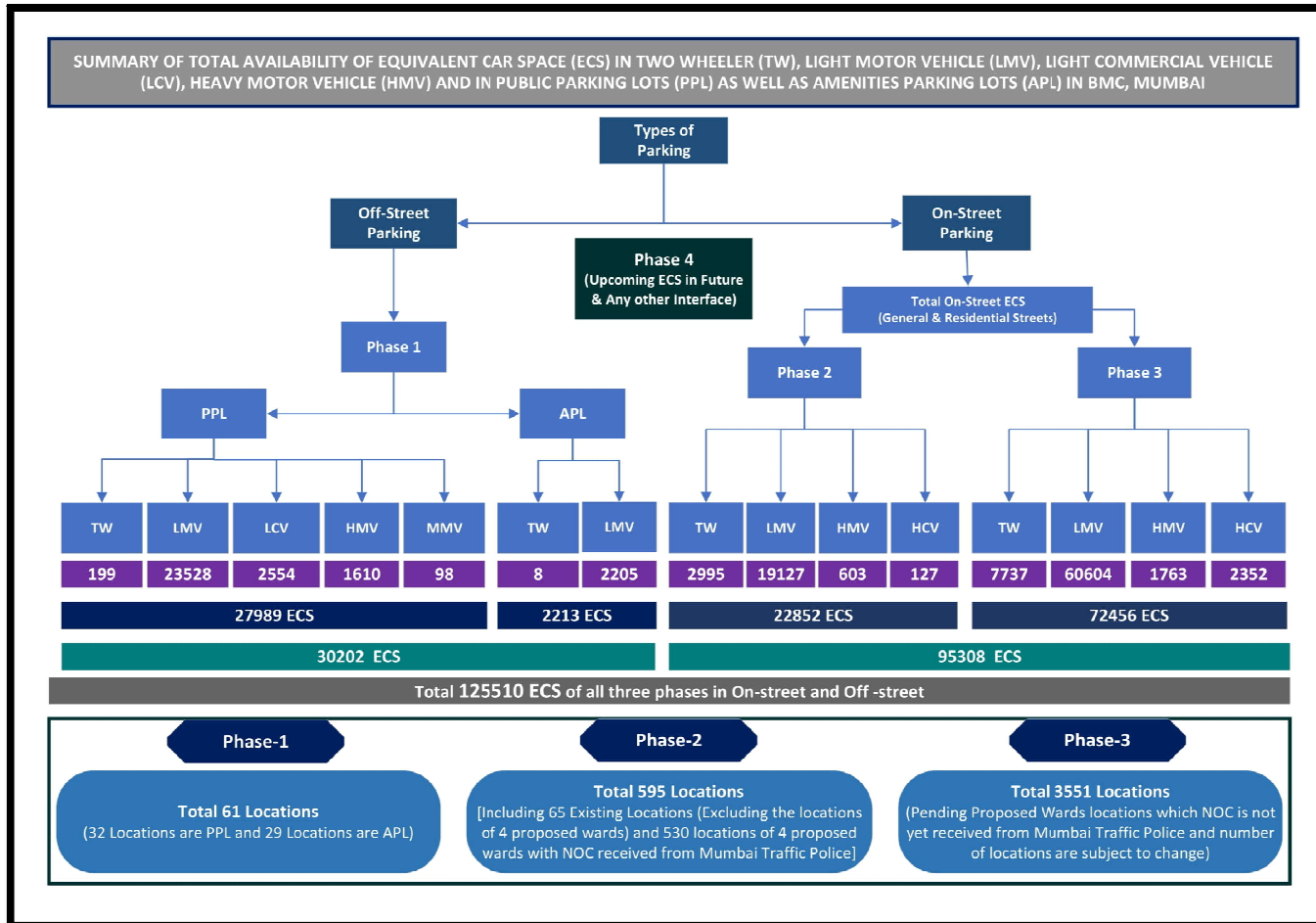
### 5.1 Current Scenario

The parking spaces under B.M.C (On-street parking spaces, public parking spaces, amenity parking spaces, pay and park sites) in Mumbai are being managed by the contractors who are in charge of the upkeep of the premises. The B.M.C issues tenders for the selection of the parking contractors and the ones who emerge as the successful bidder pays the requisite license fees to the B.M.C and they collect the parking charges and maintain the parking area. All such contractors will be allowed to continue with their existing contract until the expiry of the respective contract. The list of existing contractors is available in Section 7.3.

Once the Concessionaires are on-boarded for the parking infrastructure management and Mumbai Parking Interface (the application vendor for Parking Management), the concessionaire will be handed over such pay and park sites, as described in paragraph above, only after the expiry of contract of existing contractor, after legal due diligence according to the signed contract document as mentioned in **Section 8**.

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**Details of Parking Spaces in B.M.C (Included Existing and Proposed Parking Spaces):**



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

**1) Off-Street Parking**

This type of parking consists of demarcated area for parking near a street or road. It shall include but not be limited to (and subject to change ) Camera with video analytics, sensors, Mobile/Handheld POS application, entry and exit boom barriers, display panels indicating total parking spaces and available spaces, parking enforcement alarm for parking ticket occupants, map based guidance system up to the entry of the parking locations , Multiline LED display unit with built in UPS, RFID /Fastag readers, slot availability information (The backend algorithm should calculate the available parking space based on the simple formula as below: Total Available Parking space in a parking Lot (A) = (Total Parking capacity of a particular parking Lot) (B) - (Total space occupied by the No. of Vehicles which have entered and not exited the parking lot) (C)

Or

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

The system should have advanced slot booking facility (Pre booking facility) for off-street and on-street parking and map based guidance system up to the entry point of the parking location. These parking locations will have proper fencing and a defined entry and exit points.

The **entry and exit boom barriers** shall be installed for off street parking spaces. The boom barrier prevents the users from entering the Parking lot without any ticket and exiting without payment. The boom barriers are connected to the system and operate (open/close) independently only after transaction is complete. The barrier can be operated manually in the event of communication failure between the controller and barrier. The barrier can be locked in either open or closed state and can prevent any unauthorized access to it. The barrier uses a dual channel loop for detection of vehicle as it passes the barrier. The loop is ideally used for closing the barrier once the vehicle has entered / exited, but also serves as a dual purpose of safety of personnel and vehicles.

The operator shall manually punch in the details of the vehicle (make and model) along with the vehicle number and the phone number of the occupant. This can be done with the POS machines or mobile phones. However, the use of mobile shall be encouraged as a primary use. It should be integrated with Parivahan, Saarthi, E-challan etc. (after discussion with the Traffic Police Department) and the details of the occupant should be fetched from that system.

Off-street parking comprises of Public Parking Lot (PPL), Amenity Parking Lot (APL) which are open spaces and Multi-Level Car parking (MLCP)

Multi-Level Parking System: Consists of all indoor / covered / underground parking areas designated by the department. It shall comprise of entry and exit parking equipment like boom barriers, sensors for determining the number of slots available/occupied, loop sensors, LED signages and cameras with video analytics installed at the entry and exit. There shall be LED signages on every floor to determine the floor/total number of slots available/occupied.

## **2) On-Street Parking**

This includes street parking which are individual marked parking slots on the street. The system should have advanced slot booking facility (Pre booking facility). It shall include but not be limited to the use of cameras with video analytics, sensors, Mobile/Handheld POS with integrated attendant/operator application, gateways, display panels indicating total parking spaces and available spaces, clamping facility (which shall be done by the Enforcement officers of the Traffic Police department), Such locations will not have a boundary wall and defined entry and exit points. These kind of parking spaces will have specified number of slots available. There shall be magnetic sensors / cameras with video analytics installed to detect the individual slots of the parking lot both for 2 wheelers and 4 wheelers and above. The magnetic sensors/cameras with video analytics shall help detect if a particular slot is available or not. For the purpose of display of parking status, a multiline LED display with built in UPS to be provided by the Concessionaire at two at each of the road or just one at the centre of the road length. The LED display shall obtain parking status from the Mobile /Handheld POS app . A ruggedized handheld mobile Handheld POS Device shall have an integrated Credit/Debit card reader, QR scanner There shall be operators/attendants

available with the Mobile/POS machines at a distance according to the requirement given by the Concessionaire

In an Online mode, the Mobile/Handheld POS machine shall connect to Cloud Data Centre / and all entry / exits transactions are immediately recorded in the cloud server. In an Off line mode, the Mobile/Handheld POS application records all the transactions locally and transfers all transactions to cloud server as and when the Mobile/POS connects to Data centre. It shall have enough storage to log the transactions for more than two days. The stored transactions are deleted only after they are successfully transferred to cloud server. The data captured from the Mobile/POS machines shall be updated on a real time basis. In all the cases, real-time data will be made available in the Parking Management Software and analytics dashboard which shall be in the scope of the software RFP published through a separate tender.

## 5.2 Project Stakeholders Roles and Responsibilities

Key Stakeholder Entity	Key Stakeholders	Stakeholder responsibilities
<b>B.M.C</b>	Commissioner, Additional Municipal Commissioner and Key Managerial Persons	Oversee and review overall Mumbai Parking Authority (Proposed) Activities
		Strategic and Policy level decision taking authority
		Interface with external, public, enforcement and other strategic bodies
		Handle dispute resolution, governance, and risk related issues of Mumbai Parking Authority project
		Approve project plan and deliverables
		Responsible for high level guidance, management and decision making
		Overall project governance and health
		Review and approve quality assurance mechanisms and procedures of Infrastructure level equipment's installed in the parking areas.
		Risk monitoring and management (time-cost overruns, project issue redressal and resolution, scope changes, contract deviations etc.)
		Tactical decisions related to Mumbai Parking Authority Project
Review and approve SLAs and related decisions		
<b>Project Management Consultants</b>	Team of Consultants	Project conceptualization Responsible for Project Management activities of Mumbai Parking

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Key Stakeholder Entity	Key Stakeholders	Stakeholder responsibilities
		<p>Authority Project Implementation</p> <hr/> <p>Facilitate on-boarding of Concessionaire</p> <hr/> <p>Concessionaire evaluation and tracking of Concessionaire performance</p> <hr/> <p>Responsible for day-to-day project monitoring and reporting</p> <hr/> <p>Ensure technical specification compliance adherence</p> <hr/> <p>Coordinate activities and facilitate communication between the B.M.C and Concessionaire</p> <hr/> <p>SLA Monitoring and related activities</p> <hr/> <p>Monitor risk and security procedures and report to higher committees for informed decision making</p> <hr/> <p>Handle first level escalations of the project</p>
<p><b>Concessionaire Responsibilities</b></p>	<p>Concessionaire</p>	<p>Concessionaire is responsible to deliver the entire scope of work as detailed in this RFP.</p> <hr/> <p>Design, develop, supply, installation, implementation and maintenance of the smart parking system as per the Service Level Agreement (SLA) throughout the contract period. Penalty will be imposed as per SLA in the Penalty Clause of this RFP document for nonadherence of the terms and conditions of the RFP. If the service level dips below the minimum benchmark, B.M.C may terminate the contract as defined in RFP document.</p> <hr/> <p>Maintain and manage all hardware, software and services covered in this RFP document throughout the contract period.</p> <hr/> <p>The Concessionaire shall carry out necessary electrification and networking work for all device/equipment, such as LED signages including sensors, boom barriers, handheld device, manual pay station, CCTVs, data monitoring Centre, built / installed under this RFP document.</p>

Key Stakeholder Entity	Key Stakeholders	Stakeholder responsibilities
		<p>Concessionaire will be hosting the solution on B.M.C data monitoring center with the local instance required at respective parking location and connectivity to the data monitoring center will also be responsibility of the Concessionaire.</p>
		<p>The integrated data available from all software applications from parking solution proposed, should be available in a central database on a central server located at B.M.C datacenter. The data should be stored in such a way that whenever required it can be queried and made available in report format.</p>
		<p>Procurement, installation, configuration, Operating System, Database Licenses, hardening of server infrastructure (e.g. CPU, operating system, RAM, storage, etc.) that will host the software application should be provisioned by the selected Concessionaire.</p>
		<p>Concessionaire will be responsible for maintenance of the systems/ devices/ equipment /work carried out as part of this RFP throughout the contract period.</p>
		<p>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.</p>
		<p>The Concessionaire will be required to take the insurance of the entire parking hardware for a period one year.</p>
		<p>To provide FTTP / broadband connection at each of the parking ECS to bring parking related data on real-time basis and CCTV data on demand basis to the data monitoring Centre throughout the contract period of project.</p>
		<p>Erect suitable steel structures at its own cost for installation of LED signages for parking availability system (for off street parking</p>

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Key Stakeholder Entity	Key Stakeholders	Stakeholder responsibilities
		<p>spaces). These structures/ poles shall be of SS/GI, and aesthetically designed and structurally stable and should be approved by B.M.C.</p> <p>Provide adequate battery bank to ensure uninterrupted power supply to all hardware (Equipment, devices, etc.) covered under this RFP document.</p> <p>The hardware infrastructure should be able to sustain required load and should support all functional as well as non-functional requirements.</p>
<b>Concessionaire</b>	<p>Project Management Team</p> <hr/> <p>Project Functional Lead</p> <hr/> <p>Project Technical Lead</p> <hr/> <p>Subject Matter Experts</p>	<p>Responsible for overall Project Strategy Implementation</p> <p>Responsible for Project Management activities, Compile reports, Up time-Down Time, Hardware -Network status, Integration status of all devices</p> <p>Periodic reporting of Project status, quality, SLA, risks</p> <p>Ensure adherence to operational procedures</p> <p>Managing consortium partners and multiple touch points in the project</p> <hr/> <p>Overall functional lead responsible for project planning, functional design and deployment</p> <p>Ensure compliance to all project level procedures</p> <p>Ensure compliance to Govt. Standards and Security</p> <hr/> <p>Overall technical lead responsible for technical planning, design and deployment</p> <p>Lead integration of initiatives and related services</p> <p>Ensure compliance to all project level procedures</p> <p>Ensure compliance to Govt. Standards and Security</p> <hr/> <p>Parking Subject Matter Experts responsible for providing expert advice</p> <p>Help identify next set of initiatives and create blueprint for the</p>

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Key Stakeholder Entity	Key Stakeholders	Stakeholder responsibilities
		same
		Assist Project Manager on implementation roadmap and strategy
	Core Project Delivery Team	Responsible for overall Project Management and Delivery
		Responsible for all operational level coordination and related activities
		Comprises of Implementation Team, On-premise Team, O and M Team
		Conduct day-to-day level activities concerning Mumbai Parking Authority project
<b>Municipal Corporation of Greater Mumbai</b>	Traffic Department	Provide strategy guidance regarding various Mumbai Parking Authority initiatives.
		Aid in the finalization of project requirements
		Be involved in project management and decision making activities
		Responsible for approval of design drawings, SLA reports, Change requests, Concessionaire deliverables, payments etc. Handover of the parking sites
		Support for co-ordination with external stakeholders
<b>Citizens/Users</b>	Citizens/Users	Download and leverage Mumbai Parking Authority Citizen App
		Participative governance, by being the eyes and ears of Mumbai Parking Authority Initiative
		Responsible for payment of the services availed
		Adhering to the guidelines set by the Mumbai Parking Authority

5.2.1 Roles and Responsibilities of B.M.C

B.M.C agrees to observe, comply and perform the following:

- 1) The Concessionaire shall construct/install Smart Parking System only on the earmarked sites provided by B.M.C. Any violation shall result in immediate cancellation of the contract without any prior notice. All the Drawing only be considered if it is approved with B.M.C
- 2) Minimum space required for installation of components for smart parking services will be provided free of cost by B.M.C. However, any Civil/Electrical work required will be the responsibility of the Concessionaire at the CONCESSIONAIRE's cost.

- 3) Major civil works pertaining to the structure of the multi-level car parking like laying of pavement, construction of ramps and erection of civil structure
- 4) At the end of the contract period, all rights given to the Concessionaire shall be terminated automatically.
- 5) B.M.C shall provide single window clearance, where B.M.C has full control jurisdiction, to the Concessionaire for the purpose of this RFP document.
- 6) Areas for no parking towing are to be defined by B.M.C in consultation with Traffic Police department.
- 7) Parking yard for towed vehicles shall be provided by B.M.C. However, the same shall be managed by the Concessionaire.

If the Concessionaire shall neglect or fails in its duties under the Provisions of the contract, the B.M.C, Mumbai may serve a notice on the Concessionaire asking it to do undertake tasks as agreed upon as in the contract and recover the cost thereof from the Concessionaire without prejudice to any other

#### 5.2.2 Roles and Responsibilities of the Concessionaire

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

- 1) Design, develop, provide, install, manage, operate maintain the smart parking system as defined in this RFP, as per the Service Level Agreement (SLA) throughout the contract 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.
- 2) Operate, maintain, manage all hardware, software services covered in this RFP document throughout the contract Period.
- 3) The Concessionaire shall provide connectivity (electrical, network, etc.) within the parking area to all devices / equipment, such as LED signage including variable messages sign boards, sensors, cameras, boom barriers, entry / exit systems, handheld device (fall back device), POS machines built / installed under this RFP document, running, maintenance, operation & management cost of these devices/equipment throughout the contract Period.
- 4) The connectivity from Cloud Database (provided by the Software System Integrator) to the Local LPU station for data exchange
- 5) The Concessionaire will be responsible for all civil installation work related to network connectivity, power supply extensions to devices, installation of devices equipment, any other networking, communication, infrastructure requirements related to any work under this RFP document.
- 6) Record and maintain the assets/services created in this project. The Concessionaire has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/assets under this project.
- 7) The Concessionaire has to incur all expenses: The Concessionaire shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the Smart Parking System Structural design of Smart Parking System, designed & certified by Structural Engineer.
- 8) The certified structural design & drawing submitted by Concessionaire shall be further verified by B.M.C. Under No circumstances B.M.C shall bear any charges related to the installation, erection or maintenance of the Smart Parking System.
- 9) The Concessionaire shall have to get the structural plans approved by the Structural Engineer of good repute duly approved by B.M.C , at his own cost.

- 10) Concessionaire shall arrange network connectivity at each of the parking lot to make parking related data available on real-time basis Erect suitable steel structures at its own cost for installation of signage for parking guidance management system. These structures/poles shall be of stainless steel, aesthetically designed structurally stable as per B.M.C specifications.
- 11) The Concessionaire shall also indemnify B.M.C for any damage due to such structures.
- 12) May utilize street light poles, with prior permission from B.M.C, for installation of repeaters/Gateways, switches/routers as necessary used exclusively for the purpose of this project, without compromising the aesthetic sense of pole.
- 13) B.M.C shall be the owner of all dismantled existing equipment from the parking lots. Such equipment shall be handed over to B.M.C, not later than a fortnight from date of such dismantling.
- 14) Engage adequate battery back up to ensure uninterrupted power supply to all hardware (equipment, devices, etc.) covered under this RFP document.
- 15) All physical assets created under this RFP as per Bill of Materials (BoM), will become the property of B.M.C at the end of Contract Period or at termination of the Concessionaire, whichever is earlier, the Concessionaire will not have any legal right on these assets.
- 16) At the end of the Contract Period of O&M, the Concessionaire shall handover all physical assets belonging to B.M.C in good working condition.
- 17) Security of Concessionaire shall be released only after successful handing over of all the physical assets in working condition to B.M.C.
- 18) 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 24 hours of such damage, failing which B.M.C will issue a notice to Concessionaire asking for justification. Concessionaire will be required to respond to such notice within 24 hours. In case it is found out that the current issue is out of the control of Concessionaire, then problem will be solved jointly by B.M.C and the Concessionaire based on their agreement. Else, Concessionaire will be required to do the needful within 24 hours of the decision made by B.M.C.
- 19) The location of Parking lots area given under this RFP document is based on preliminary survey. Area location may change while preparing detailed design execution of this project. During the Contract Period, new parking lot(s) may be added by B.M.C the Concessionaire has to cover such lot(s) under the scope of this project with the agreed Parking Tariff.
- 20) The Municipal Commissioner (BMC) has authority to notify no parking zone during festivals, VIP movements, any cultural activity, repair and maintenance of road and underground utilities and for any other emergency requirements etc in any location for maximum 15 days in a year or more in case of unavoidable circumstances.
- 21) Apply for road cutting permission to B.M.C, one month in advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. B.M.C will get it approved as per feasibility at site. The final route will be decided/approved by B.M.C keeping in view the requirements of the Concessionaire and the site conditions. As such, any instructions/policy of B.M.C, Government of Maharashtra / Government of India issued from time to time will be applicable on the Concessionaire.
- 22) Restoration of roads, footpath, green portion, etc., will be done by the Concessionaire at its own cost as per plan approved by B.M.C or within 15 days (whichever is earlier) from the date of any road cutting done by the Concessionaire in relation to the work for parking solution under this

project. Restoration has to be done with equivalent specifications provided by B.M.C so that after restoration the aesthetics purpose will not be compromised. Restoration work shall be carried out as per CPWD specifications.

- 23) The Concessionaire shall take metered electricity for parking sensors, gateway, router/switches, LED signage / displays, Parking guidance system all systems for on-street, off-street & underground parking equipment, etc. The entire electricity charges shall be borne by Concessionaire only.
- 24) At the time of completion of implementation period (i.e. 12 months from the date of hand over of the parking lots to the Concessionaire by B.M.C), the Concessionaire shall inform the B.M.C in writing for the same along with a list of all the assets (details of equipment, 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 Contract Period.
- 25) 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.
- 26) The Concessionaire shall be responsible for any theft/damage/loss of vehicles parked in parking lots and shall be responsible for settlement of the dispute, if any, including under the Court of Law, also follow all instructions guidelines issued by Mumbai Police / statutory rules & regulations /B.M.C for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) , etc.
- 27) Responsible for the enforcement of parking no-parking areas, removal of unauthorized parked vehicle from area, which is provided as Annexure, other than specified parking lots.
- 28) Ensure at all times that the parking lots are utilized by cars, cabs, two - wheelers, other small vehicles, but no heavy or medium commercial vehicles are parked in specified parking lots unless the parking slot / lot is dedicated to such vehicles.
- 29) Responsible for providing security at the parking lots, shall report crimes in parking lots to Mumbai Police/ B.M.C without fail.
- 30) It will be the responsibility of the Concessionaire to ensure that all instructions/provisions issued time to time by B.M.C / Maharashtra Government, Electricity Company, PWD or any other department of the Union Govt. or Maharashtra. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms conditions of contract action will be taken against the Concessionaire as per provision of the contract
- 31) The Concessionaire shall indemnify the B.M.C, against all claims, actions, demands, losses, charges, cost of expenses, which the B.M.C has to incur, or which may occur on account of infringement of any of these conditions by the Concessionaire or on any other account whatsoever. The Concessionaire shall obtain a public liability policy of insurance with respect to allotment done by B.M.C
- 32) For Surveys and Drawings and other works, the Concessionaire shall undertake Plain Table survey and design Parking Plans. The same shall have to be approved by B.M.C.
- 33) Tree Guards are to be provided for protection wherever required on parking streets
- 34) For Marketing and Awareness, The Concessionaire shall prepare a detailed media plan and get the same approved by B.M.C
- 35) The Concessionaire shall directly undertake awareness campaigns and media promotions through multiple channels such as radio, print, social and web platforms
- 36) The Concessionaire is required to conduct an additional detailed survey to study, validate and submit all updated documents, survey reports and maps as part of the proposed solution to B.M.C

- 37) The Concessionaire may propose any other innovative solution to increase occupancy of parking lots. However, the Concessionaire shall be required to take approval from B.M.C before implementation of any solution, whether proposed or otherwise.
- 38) The Concessionaire shall ensure at all times that the parking lots are utilized by cars, cabs, two wheelers as per the directions given by B.M.C for On-Street parking areas.
- 39) The Concessionaire shall provide parking system that is accommodative to the needs of differently-abled people
- 40) The Concessionaire shall be responsible for all civil and installation work related to last mile connectivity, power supply extensions to devices, installing devices and equipment, and any other networking, communication, and infrastructure requirements related to Smart Parking.
- 41) Concessionaire can apply for all phases/Zones as decided by B.M.C of the bid but a Concessionaire shall be awarded only one phase-Parcel at a time. The awarded Concessionaire shall not be eligible to participate in the other phases/zones
- 42) The applicant whose financial bid has the highest quoted monthly concession fee as ‘percentage of revenue’ to be payable to the B.M.C for the project (“H1 Applicant”) shall be the best preferred applicant.
- 43) In Case, Bidders having same concession fee also have same Technical Score, then the bidders having more financial net worth at the end of financial year 2021-22 will be declared as preferred bidder.
- 44) Phase wise implementation of Smart Parking shall be done. Phase-1 Parcel will be completed within 6 month and Phase- 2 and Phase-3 Parcel will be completed after award of work to Concessionaire after readiness of location within 4.5 months (18 Weeks).
- 45) B.M.C has selected an agency for surface preparation, asphaltting, demarcation of slots and painting in parking areas. The Concessionaire has to coordinate with the selected agency for preparing the final designs/layout for demarcation of slots and handover the same to the agency already selected by B.M.C for the said scope of work
- 46) The Concessionaire shall ensure that all parking slots are individually and clearly marked. Such individual markings shall have a one-to-one mapping with the parking sensors/cameras for two/four-wheelers/four-wheelers and above on On-street parking areas
- 47) Software System (in the scope of the software SI published in a separate tender) shall have the capability to uniquely identify each vehicle entering any of the parking lots. Concessionaire may propose barcoded tickets, magnetic strip cards, RFID cards, Smart Cards, QR Coded entry or any other technology as deemed fit by the Concessionaire .

### 5.2.3 Electricity Connection

- a) B.M.C will hand-over the Smart Parking sites as per the RFP to the successful Concessionaire. It will be the responsibility of the Concessionaire to install/erect make arrangement for electricity connection to Smart Parking sites as per rules, law or instructions issued by the central or state government or B.M.C or any authority in this regard.

The Concessionaire has to bear all the Maintenance cost of Smart Parking System including Electricity Bill etc. during the entire contract period. During the currency of the contract, Electricity consumption Bill of Smart Parking System shall be borne by the Concessionaire.

- b) Further, any theft, mishandling of electricity meter/fitting during the period of the contract, the Concessionaire shall also bear the cost of the same.
- c) Concessionaire will not be allowed to use Diesel Generator Sets for any purpose on the Smart Parking System. In case any D.G. Sets is found operating, directly or indirectly, the same will be seized by the B.M.C or its authorized representative will have the right to impose penalty maximum up to Rs.5000/- (Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to without prejudice to the rights actions taken by any government, Concessionaire under provision of law for unauthorized use of D.G. Set. The Concessionaire will prepare Business Continuity Plan and make provision for alternate sources of power with proper approval of B.M.C.

### 5.3 Overall Project guidelines

#### 5.3.1 Maintenance of all Smart parking locations during contract period

##### **Minimum Maintenance to be ensured by CONCESSIONAIRE:**

- 1) The Concessionaire shall be fully responsible for the Maintenance and upkeep of all the Smart Parking locations from the date of handing over the rights
- 2) The Concessionaire has to adhere to the operation maintenance policies procedures, as defined in the SOPs defined during first stage of the project approved by B.M.C, for managing and operating the Project. This includes (but is not limited to) approach related to manpower, resources, vendor management, security, customer service, repair maintenance other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management administrative policies procedures. It also includes the key elements of a management plan for this project to include considerations for customer service improvement, enhanced economic impact generation, which is the key to this project operation
- 3) The Smart Parking system shall be structurally sound maintained in good properly secured condition. The variable messaging boards shall, at all time, be erected, fixed retained in all respect to the satisfaction in accordance with the requirement prescribed by the B.M.C or its authorized officer. On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the CONCESSIONAIRE, the equipment's structures of the Smart Parking, shall become the property of the B.M.C.
- 4) CONCESSIONAIRE will be responsible to deploy on-field resources for appropriate up keeping, maintenance, operation of all equipment and hardware to ensure smooth functioning of the project throughout the entire contract period. The Concessionaire has to manage all on street and off street parking collection revenues.
- 5) The comprehensive Operations Maintenance (O&M) period for all sensors, cameras, devices, equipment and its related hardware, electrical network infrastructure components supplied installed for this project including configuration of LED signage, parking sensors various other active passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts patch updating, regular backup of the data etc. shall be up to a period of ten years an six months from the date of handing over of all agreed Parking lots to the

Concessionaire . The Concessionaire shall provide comprehensive on-site warranty for all the hardware items peripherals throughout the contract period.

- 6) The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace repair the hardware. The team shall undertake day-to-day troubleshooting maintenance requirements for this project.
- 7) The team shall also be responsible for regular monitoring of all the equipment, proactively perform warranty check and generate Service Level Agreement reports from the SLA monitoring tool.
- 8) Periodic Revenue audit by site-in-charge should be conducted. Further, monthly third party audits are to be conducted by regional team appointed by the Concessionaire and Quality Audits are to be performed on half yearly basis by the Concessionaire.
- 9) Functional and Behavioral Trainings are to be provided to the staff once a year by the Concessionaire and relevant reports are to be submitted to the authorities of B.M.C. These reports will be part of the quality audit reports
- 10) Ensure complete Insurance coverage for the Parking lots covering the damage to or theft of the vehicle and injury to personnel in the parking lot. Any claim related to damage or theft of the vehicle and injury to personnel in the parking lot is the responsibility of the Concessionaire. The concessionaire must display signboards mentioning "Parking at owner's risk".
- 11) B.M.C shall not be responsible for and will not pay any compensation regarding damage/theft/fire/insurance of vehicles parked at the identified parking locations.
- 12) All statutory compliances like Labor License, Professional Tax registration, coverage of all applicable employees under EPF act to be taken care by the Concessionaire.
- 13) General maintenance, upkeep cleanliness of the parking lots is the responsibility of Concessionaire.
- 14) Any damage to the street, foot-path, tiles, curb-stones, signages, street furniture, traffic amenity, central verge or any other ancillary structures, etc during up-gradation/ repair/ maintenance /operation of the Smart Parking System, including supporting structures, shall be the sole responsibility of the Concessionaire, which shall be made good by the Concessionaire, as per existing specifications, at its own cost.
- 15) The Concessionaire shall take all precautions to avoid any accidents during up-gradation/repair/ maintenance/operation of the Smart Parking System, electrical fittings fixtures. If any accident occurs during up-gradation/repair/maintenance/operation of the Smart Parking System fittings fixtures, the Concessionaire shall be directly responsible for the damages or any other consequences, whatsoever B.M.C shall be kept free of all such liabilities. Proper arrangement shall be made by the Concessionaire to avoid any hindrance to the traffic during up-gradation, repair and maintenance operation of the Smart Parking System. Diversion of traffic, if required, shall be arranged by the Concessionaire as per traffic police requirements at his own cost.
- 16) During the entire term of contract the Smart Parking System structure should be kept clean, well painted and rust / corrosion free.
- 17) The Concessionaire should ensure that nobody else pastes stickers or posters on Smart Parking System. In the event of such things, the Concessionaire should ensure that it lodges a Police FIR against it.
- 18) The lighting arrangement at the Smart Parking System should be functional at all times. Electrical safety is to be ensured for users as well as for Concessionaire staff.

- 19) All equipment structural members of Smart Parking System are to be inspected and maintained in good condition as per the maintenance manual.
- 20) Security of all Smart Parking System is the responsibility of Concessionaire including the lighting arrangement.

5.3.2 System Integration Component:

- i. **Hardware/End Points:** Concessionaire is also responsible for supply, installation, commissioning, and O&M of end points like CCTV Cameras, IT Infrastructure, Non-IT Infrastructure (Network Cabling, UPS etc.) to be deployed across multiple locations covered under the all the phases. All the assets of Smart Parking (Hardware, Equipment, Peripherals) shall be handed over to B.M.C after completion of contract period and shall be the property of B.M.C.
- ii. **Operations & Maintenance Component:** Operation and Maintenance of entire infrastructure (IT and Non-IT) installed as per the scope of work of this RFP for the 10 Years from the date of Go live.

The sizing for hardware at central side will have to be done for approximately 15,000-15,200 cameras or approximately 50,000 Sensors (Phase I & II) at end locations out of which approx. 8000-8500 cameras will be installed under the phase-I of the project. Sizing for software (Licenses) has already done on the basis of quantity that is proposed to be procured under previous RFP. It is envisaged that the Concessionaire of software solution RFP will provide central software application’s such as VMS, POS based work and their management databases will be hosted at B.M.C head quarter. Phases defined above are defined for implementation period.

Sr. No.	Roles and responsibilities of Concessionaire
i.	Concessionaire shall engage early in active consultations with the Mumbai parking authority team under the Roads & Traffic department of B.M.C, Mumbai Traffic Police and other key stakeholders to establish a strategy for software/interface based Smart parking system project with the priorities of all project stakeholders and the project objectives.
ii.	Concessionaire shall check existing IT system + infrastructure in the parking locations (if any) current ability to support the entire solution and integrate the same with the proposed solution wherever applicable and possible.
iii.	Concessionaire shall judiciously evaluate the resources and time planned for undertaking the current parking system assessment, given the overall timelines and milestones of the project.

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iv.	The Concessionaire is responsible for supplying all Active-Components (Products/Equipment), including required software (Already one RFP for software for Parking Guidance system is Released and software is not the part of this RFP) as well as network components for the exact quantity and capacity, as specified (but not limited to) in the tentative Bill of Materials as per the RFP document and field study done by the vendor.
v.	Concessionaire shall make high levels of availability, dependability, and redundancy for the network components to adhere to the Service Level Agreement.
i.	Concessionaire shall be responsible for planning and design of the access network architecture (access controllers, backhaul connectivity, routers, switches, etc.) to meet the technical, capacity and service requirements for all smart parking initiatives.
ii.	Concessionaire shall be responsible of upgrading, expanding, and provisioning extra supplies of network (including active / passive components), hardware etc.
iii.	Concessionaire shall be ensured the support for operational maintenance of the project for up to 10 years.
iv.	Concessionaire shall be responsible for maintaining the SLA for the complete infrastructure, including all network connectivity/ (Which shall be maintained by Network Service Provider) for the period of ten (10) years after final acceptance testing and Go-Live after establishing the physical assets and software interface.
v.	Concessionaire shall ensure compliance to all mandatory government regulations as amended from time to time. s
vi.	The Concessionaire shall ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, fiber, cables, licenses, poles and other hardware components etc. are provided according to the requirements of the solution.
vii.	B.M.C will not be held accountable if the Concessionaire fails to include certain components, subcomponents, assemblies, or subassemblies in the RFP's Bill of Materials. To fulfil the requirements for the solution, the Concessionaire must provide these and other comparable provisions without spending any more costs or adding to the B.M.C responsibilities and implications.
viii.	During the contract period of the Project (installment of infrastructure components in the smart parking areas of B.M.C), the Concessionaire shall be required to repair / replace any equipment if stolen / damaged/faulty.
ix.	In order to meet SLA requirements, the Concessionaire must ensure comprehensive onsite support for each component for the entire life of the contract. The Concessionaire must make sure that all original equipment manufacturers (OEMs) are aware of the B.M.C-required service levels. In order to facilitate OEMs' active participation for the project, Concessionaire is expected to provide the requisite MAF (Manufacturer Authorization Form) in accordance with the format indicated in the RFP.
x.	The Concessionaire is required to keep the preventive maintenance / corrective

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	maintenance for the completion of Operations & Maintenance (O&M) Period.
xi.	The Concessionaire must provide the System Architecture drawings, System Integration drawings, Location layout, Component Specifications, etc. for the Authorities / the engineer's review.
xii.	Systems must be fully operational, and all essential parts must be provided without extra charge. The Concessionaire 's price bid must take into account the cost of these components and the load.
xiii.	Systems must be provided with all major components at no additional cost in order for them to operate properly. In their price bid, the Concessionaire must take these components' and the load's costs into account.
xiv.	All equipment, circuitry, and connectivity provided at all locations during the term of the contract shall be subject to routine updates and upgrades, which shall be the responsibility of Concessionaire.
xv.	<p>Concessionaire is expected to provide following services, including but not limited to:</p> <ol style="list-style-type: none"> <li>a. Provisioning hardware and network components of the solution, in line with the proposed authority's requirements.</li> <li>b. Consider reliability and load balancing in selecting and designing network devices (such as routers, switches, security equipment like firewalls, routers, etc.) for the location with the appropriate components/modules.</li> <li>c. Estimate the necessary wide-area network (WAN) bandwidth across all locations while considering the needs for parking system efforts in terms of application performance, data transmission, and other factors.</li> <li>d. Size and provision the internet connectivity for Service Provider network and Network Backbone.</li> <li>e. Manage commissioning and maintenance of the connections with service providers in the event of any service disruption.</li> <li>f. Provide a delivery timeline for all IT and non-IT infrastructure components.</li> <li>g. Specifying the number and configuration of the racks (size, power, etc.) that shall be required at all the locations.</li> <li>h. The Concessionaire must include all necessary features, such as assistance with various routing protocols, congestion control techniques, and Quality of Service support.</li> <li>i. The Concessionaire must make sure that all operational equipment (components) is Simple Network Management Protocol (SNMP) compliant and is accessible for management/maintenance through SNMP as of the date of installation by a network monitoring system.</li> </ol>

#### 5.4 Summary of Scope:

Effective parking management is an essential tool to facilitate the efficient use of road space to ensure free passage for pedestrians, cyclists, public transport, and general users. In addition, appropriate parking fees can ensure that personal motor vehicle users compensate the city for the use of valuable places on which they park their vehicles. B.M.C seeks to implement a Parking Management infrastructure to improve parking operations, improve the parking experience for the citizens, optimize usage of the available parking supply, and enhance the overall functioning of streets in the city. The new information technology (IT) backbone of Parking Management infrastructure will also facilitate greater transparency and efficiency in the collection of parking fees enforcement operations.

The agency (onboarded through a separate tender) will develop an integrated (Sensor or camera based, POS machine/handheld mobile device, boom barrier etc. based) IT infrastructure that consolidates and digitizes all parking inventory in the allocated area into one database and maintain the data of the total occupancy and vacant parking ECS. The implementation of the parking management infrastructure will happen in a phased manner and the vendor will have to go live in the off-street public parking lots (PPL) to begin with and then move on to the on-street parking areas as decided by the team working on the proposed MPA, in consultation with the IT consultant appointed by the Roads & Traffic Dept, B.M.C. The agency will prepare the IT infrastructure and send the data in the format as specified by the Mumbai Parking Interface (MPI) vendor so that the details of the parking ECS availability can be viewed and the citizens can discover, book and make payments for the parking ECS. The data shared by the vendor would also help the Concessionaire of the Mumbai Parking Interface to view dashboard and analytics.

There are mainly two types of Parking system in the Brihan Mumbai Municipal Corporation (B.M.C) i.e. On Street Parking System and Off-Street Parking System.

Basically, in On Street Parking, motorist use to park their vehicle on the street, anywhere on or along the kerb of streets, in contrast to parking it in a parking garage. In some streets you can always park your vehicle on the street, but sometimes there are some restrictions applied by the traffic police department on some specific locations. Mostly these restrictions are presented on traffic signages. Sometimes Traffic police department or competent authority may allow to park on one side of the street and sometimes it don't allow to park your vehicle at all. There are also on-street parking situations where you need a parking permit to park such as pay and park parking system in general areas as well as in residential areas in Mumbai under B.M.C. Currently there are near to 65 existing on-street parking

locations are in Mumbai, which are mainly operated by the Contractors (for specific time period, as issued by B.M.C).

In Off-street parking the motorists use to park their vehicles at specified parking areas in shopping malls, Business complexes or at different Public Parking lots. These are usually parking facilities like garages and lots. Off-street parking can be both indoors and outdoors. Off-street parking also includes private lots, garages and driveways also. In Mumbai, the off-street parking included **Public Parking lots (PPL)**, which includes Multi parking storey parking spaces under the residential building or commercial building etc. and **Amenities Parking lots (APL)**, which has basically handed over to B.M.C by the private developers as amenity (as per Development Control & promotion regulations) or handed over to B.M.C as vacant land during Industrial to residential (I to R) conversion of their land.

There are four phases (both for Off-street parking and On-Street parking) in this project of B.M.C, where in first phase, it only included the Off-Street parking Equivalent Car Space (ECS) only, which basically covered 32 locations as PPL and 29 locations as APL under the different 17 wards of the B.M.C, Mumbai.

Where in second phase, it only includes the **On-Street ECS of 65 existing locations and the 530 proposed locations** of four wards (which included Pay and Park General as 263 locations and Pay and Park residential as 267 locations), for which the Mumbai traffic police department has issued the No Objection Certificate (NOC) to traffic department of B.M.C.

Where in third phase, it only included all the pending On-street proposed parking locations, which basically included **Pay and Park General as 1978 locations and Pay and Park residential as 1573 locations (total of 3551 proposed locations)**, for which the Mumbai traffic police department has not yet issued any No Objection Certificate (NOC) by traffic department of B.M.C, Mumbai. So, the proposed locations i.e., **3551 of phase 3 are not yet finalized or it is subject to change as per the NOC received from Mumbai traffic police department.**

The phase four (4) is mainly for the upcoming ECS in future (if any) and for any other interface for the software RFP.

S.N	Phase-1	Phase-2	Phase-3	Phase-4
Location	61	595	3551	As per Requirement
ECS	30202	22852	72456	Upcoming ECS in future

### **Registered Vehicle Scrapping Facility (RVSF)**

B.M.C. has proposed to setup a Registered Vehicle Scrapping Facility (RVSF). B.M.C. envisages to leverage the use of Information Technology (IT) for smooth and efficient functioning of RVSF by integrating the documentation process of RVSF with the Mumbai Parking Interface user app.

The relevant regulations related to setting up of RVSF are listed under section 3.1.3.

The documentation process flow of RVSF is briefed as under:

- i. Registered owner shall hand over the vehicle with an application and documents as per Form-2 (Composite Application for Scrapping and Certificate of Vehicle Deposit) of Maharashtra RVSF guidelines in two originals to the RVSF.
- ii. RVSF shall verify the vehicle records with the database of the stolen vehicles held by National Crime Records Bureau and local Police.
- iii. After receiving NOC form the NCRB/Police, RVSF will return second receipted Form-2 to the owner with defaced or punched RC.
- iv. RVSF will submit the defaced RC to the RTO to get the vehicle deregistered and issue the Certificate of Deposit to the owner.
- v. RVSF will pay to the owner the agreed consideration for the vehicle and obtain a receipt from the owner.
- vi. RVSF will have cut piece of the chassis number for a period of six months from the date of issue of Certificate of Vehicle Scrapping.
- vii. RVSF will issue Certificate of Vehicle Scrapping and request for updating the VAHAN Database (after scraping the vehicle).

The proposed System Integrator for MPI (being onboarded through a separate tender) may be required to integrate the documentation process of RVSF as described above with the Mumbai Parking Interface user app as well as with RTO databases such as VAHAN, SAARTHI, and databases of any other agency/department as may be necessary for the functioning of RVSF. The System Integrator will be required to design a separate section for RVSF in the MPI app so that when a user accesses the MPI app and wishes to avail the RVSF functionality, he/she should be diverted to a separate section of the app.

As part of above integration process, the Concessionaire may be required to provide all necessary support to the System Integrator, including supply, installation, testing and commissioning of any hardware components, if required, at his own cost.

#### **5.4.1 Detailed Scope:**

The Objective of Smart Parking is to provide a seamless, efficient, user-friendly, cost-effective parking operation for Mumbai City and have the capability to scale and integrate the latest technologies which would include smart parking/navigational capabilities with digital payment platforms. The selected Concessionaire will be required to Supply, Install, Commission, Operate and

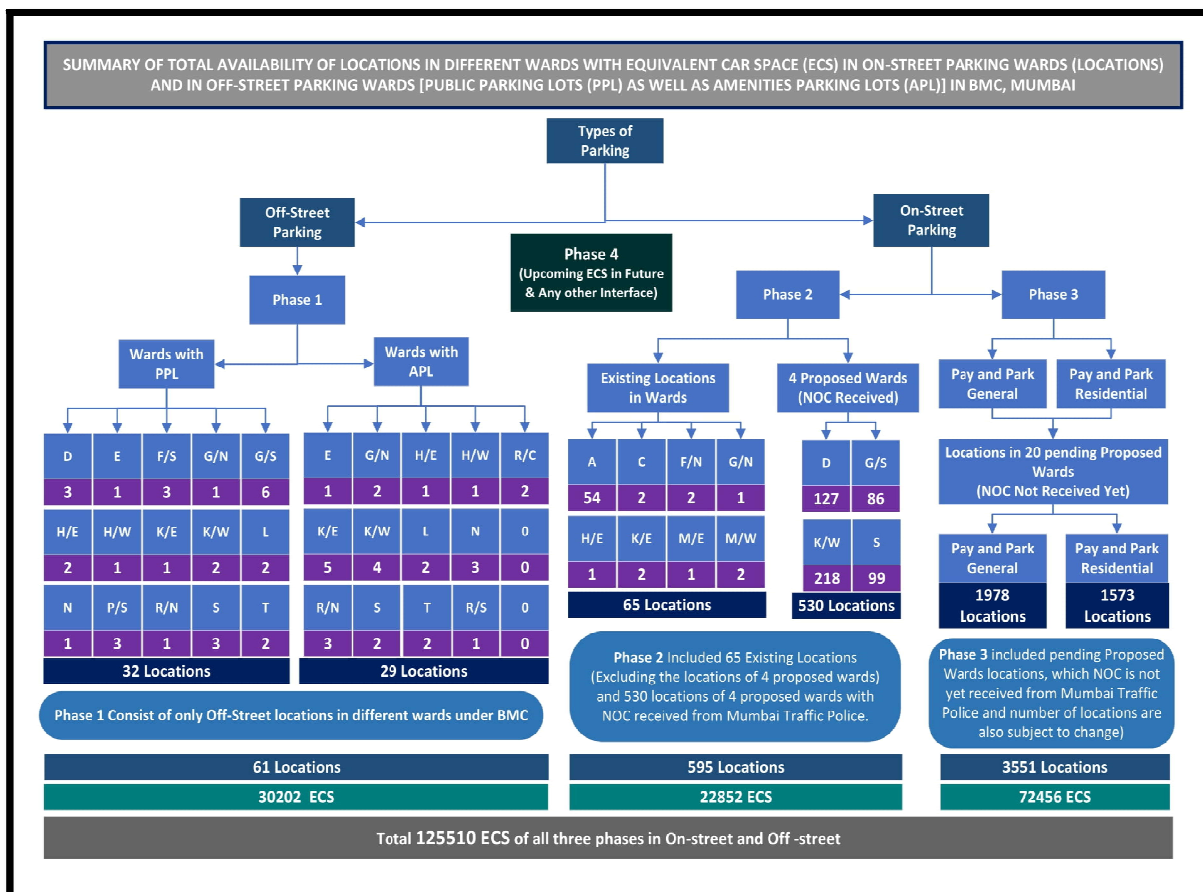
Maintain Smart Parking System which is intended for implementation of On-street and Off-street locations as demarcated and approved by B.M.C (These include the Public parking lots/Amenity parking lots/Multi level car parking and on-street locations) in the different areas for Mumbai/ B.M.C.

Existing As-Is:

S. No.	Scope	Scope Description
1	Existing Software Solution (Separate RFP floated)	<ul style="list-style-type: none"> <li>• Centrally monitorable Cloud based Parking system.</li> <li>• Software</li> <li>• Video Analytics</li> <li>• Enforcement App</li> <li>• Mobile App</li> <li>• Citizen App</li> <li>• Payment Gateway</li> <li>• Parking Guidance Software</li> <li>• Integration with Traffic -Sarathi and Parivahaan</li> <li>• Help Desk</li> <li>• Network Management System</li> </ul>

The tentative summarized details of ECS and locations (both in On-street and Off-street locations) in the 3 phases of project are shown as follows:

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- a. The Parking area shall be equipped with modern parking management infrastructure consisting of required gadgets like sensors, video camera, computers, security systems, Fire system, signages, boom barriers, mobile POS etc. to guide commuters/public towards vacant parking area/floor for its smooth operation including efficient collection system of parking charges. All these components are to be maintained and ensured to be in working condition by the Concessionaire for the period of 10 years from project completion date.
- a. **On Street Parking:** This consists of individual marked parking slots on streets/roads. It should include, but not limited to, recognition of each parking slot using magnetic-cum-optical or magnetic-cum-Infrared sensors /Magnetic -IoT/ Camera/ Sensor and slot availability, handheld devices, information and map based guidance system up to individual slots, LED signages, and CCTV coverage or sensor of the entire parking area. Optimize parking space usage but not mandatory.
- b. **Off-Street Parking Lots:** This consists of demarcated area for parking near a street, road, Mall, Municipality area. It shall include, but not limited to, entry and exit parking equipment, auto pay station and automatic barriers, handheld devices, recognition of each parking slot through magnetic-cum-optical/magnetic-cum-Infrared / Magnetic -IoT Sensors/ Camera, loop sensors, slot

availability information, advance booking of parking facility and map-based guidance system, LED signages and CCTV coverage of the entire parking area

- c. **Multi Level Car Parking:** Designing of conventional ramp based or any other latest technology based car parking component to be constructed at the project site and there after get it approved from the Approval committee. As per the laid down provision of the concession Agreement and schedules.
  - a. Reduced congestion through improved capacity
  - b. This Smart parking system infrastructure integrated with software shall help to reduce leakages in parking through utilization of digital payment methods for paying parking charges
  - c. Enable time and location specific parking tariff to be implemented to facilitate demand management using reports generated through the software (developed by an IT System Integrator onboarded through a separate tender)
  - d. Provide and install necessary hardware and software solutions, such as but not limited to boom barriers, handheld devices, porta-cabins, switches, gateway, and guidance system, for off street and MLP system
  - e. Integration with data monitoring Centre for viewing, analyzing the CCTV feed and monitoring and managing of Smart Parking

#### 5.4.2 Technical Scope of Infrastructure

The proposed system must be both automated and manual, affordable, scalable, secure, environmentally friendly, energy-efficient and need the minimum amount of manual interaction in day-to-day parking management.

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

S. No.	Scope Components	Scope Description
1	Hardware and Infrastructure	<ul style="list-style-type: none"> <li>• Deployment of Hardware/Software (If required)/Handheld Device, DMS, POS, RFID, Camera, Sensor, Printer etc.</li> <li>• Integration and Customization of all software application with Control center and Integration with third party application/software</li> <li>• SI shall deploy all the hardware, useable software (If required), Infrastructure with for each location.</li> </ul>
2	Integration of Parking Components	<ul style="list-style-type: none"> <li>• Integration of new and existing cameras/Sensor application</li> </ul>

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3	Testing and Deployment/ Go- Live of Solution	<ul style="list-style-type: none"> <li>Operational and User Acceptance Testing, e.g., System, Integration, Performance, Security, User Acceptance Testing of all Software solution</li> <li>Go-Live deployment, commissioning and go-live of All</li> </ul>
4	Operations and Maintenance	<ul style="list-style-type: none"> <li>Project management and monitoring for issue resolution</li> <li>Maintenance/ AMC of integrated solution across network infrastructure, required hardware, software (If Required) and application components from 5 years form the date of Go-Live.</li> <li>Grievance redressal and 24X7 support.</li> </ul>
5	Training and Capacity Building	<ul style="list-style-type: none"> <li>Conduct training and capacity building sessions (physical/virtual) for all relevant stakeholders before UAT and Go-Live of all the solutions</li> <li>Provide training manuals/materials in English (in both hardcopy/softcopy formats)</li> </ul>
6	Infrastructure Works	<ul style="list-style-type: none"> <li>Conduct one time site visit, if required, to rectify any issues for site readiness</li> <li>Before visiting any locations, take approval from BMC for visit requirement and coordinate with B.M.C. Control Centre for availability of technical team/person during visit.</li> </ul>

- To Pay B.M.C. a monthly concession fee based on the revenue sharing model as percentage of revenue collected by the concessionaire till the expiry of the concession period.
- Comprehensive operation and maintenance of all hardware, software and infrastructure installed for the project throughout concessionaire period.
- To manage and collect revenue as per tariff fixed by B.M.C. for all the parking lots defined in the RFP.
- Post takeover of each parking space from the Authority, civil work and mechanical work (only minor space adjustments, no building of the parking space is to be done by contractor), maintenance of the parking ECS, cleanliness of parking spaces.
- Deployment of trained manpower for operating parking spaces.
- Contractor will be responsible for complete operations and maintenance of all the parking spaces during the lease period.
- To provide and install the necessary hardware including but not limited to boom barriers, auto pay stations, handheld gadgets (POS Machine), gateways, and guiding systems for on street and off-street parking systems.

- Offer a parking guidance system (Hardware) and management system to point cars to available spaces. ECS with Use that for user guidance.
- Integration of Mobile app (Delivered through Software RFP) for parking services from existing software of BMC. App shall show the available slot on real time basis, booking of parking space, payment mechanism through various mode of payment, reservation for specially-abled citizen, facility for extension of pre-booked parking space.
- Comprehensive operation and maintenance of all hardware and software installed for this project throughout Contract period.
- Unique identification of each vehicle entering any of the parking lots through E-Tickets, Fastag Entry-Exit, QR Ticket through POS Machine etc. as applicable. Integration with the Digital equipment's, technology and smart payment system .
- To manage and collect fees as per tariff fixed by Authority (B.M.C) for all the parking ECS defined in this RFP.
- Shall do minor civil repair work (Gaps filling work), camera wiring work, and road marking work, as necessary, in the parking area, in accordance with the Authority's/B.M.C periodic requirements.
- Concessionaire is solely responsible to provide the Items like hardware, Security Guard (If Required), Manpower, internet connection, electricity, telephone, Physical security of machine like any theft, any damage of its equipment.
- Concessionaire should be taking adequate anti-theft measures, spares strategy, insurance as required to maintain the desired SLA.
- The concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at their own cost to continue service. If failed to create new assets which are damaged by theft or any other reason and services are affected then the penalties will be levied according to the penalty clause for not meeting the desired level of SLA.
- All sensors, devices and equipment should have the capability to communicate back and forth with the central control center for information and feedback through a RF/Wi-Fi/ GPS/ LoRA/ IoT any combination of the enabled system.
- Centralized locations /DC will be connected to the various parking locations through proposed WAN network build using MPLS/ILL on cloud.

- Parking solution is expected to enable parking lots slot occupants to pay parking fee through Card, (Pre-paid / Money value card), Debit card/ Credit card for collecting parking fee.

#### 5.4.3 Smart Parking Solution Architecture

The solution should include provisions for the following category of parking reservations:

**i. Category A: Walk-in Parking**

- This category includes motorists who enter a parking lot without any prior booking. This category of motorists may be provided a QR Coded ticket, or any other advanced technology as deemed fit by Concessionaire (MSI).

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

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

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

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

**iv. Category D: Night Parking from 8:00pm to 08:00am**

- Motorists shall be allowed to avail night parking services for their vehicles at designated parking lots. The Concessionaire shall display information about the same at mobile app, web portal and LED display panels prominently.

**v. Warehouse Parking/ Luxury Car**

- Off-street parking for vintage vehicles as defined by Vintage Car Club for a long duration which will be shifted to an off-street parking lot which has low demand.

**vi. Car Parking Lodge**

- A long-term off-street parking facility where people can park their vehicles for a long duration of time, i.e., daily/weekly/monthly basis, usually when they travel out of the town.
- Vehicles are kept safe and in maintained condition. The lodge includes the garage facility for repair of minor wear and tear with extra charges and purely on owner risk and cost.

Please note, the various categories of booking type as described above will be reviewed, amended or deleted and subsequently formalized by way of documentation of a formal Parking Policy for Mumbai. The policy drafted and reviewed by MPA (B.M.C) shall define the duration and applicable fee/rates for parking as per category.

### **Non-Occupancy**

Any parking slot, street stretch or location may become unavailable for use of parking due to number of reasons as listed below. These reasons will result in non-occupancy of affected parking slots and will impact the overall average occupancy ratio of the Land Parcel. The compensation to be provided to the concessionaire due to drop in occupancy below a certain pre-defined level is explained under Section 8.38, clause-10.

- i. Low demand of users
- ii. Closure by order of Municipal Commissioner (BMC) or Police department due to festivals, VIP movements, any cultural activity, etc.
- iii. Repair and maintenance of road and underground utilities
- iv. Road widening or construction works
- v. Any other unforeseen or emergency requirements

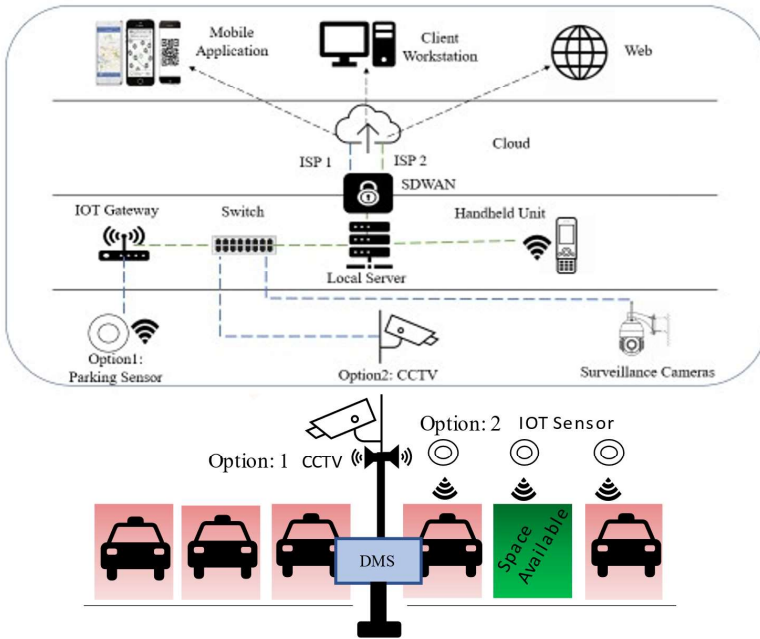
#### **1. Parking Software**

- Integration, Installation, Testing & Commissioning of parking management system software, Mobile App in the local server from Centralized Reporting & Management software with following features:
    - i. Shift reports including Operator name, Shift number and Shift wise traffic & transaction details
    - ii. Traffic Report both in summary and detailed formats
    - iii. Transaction details, time wise, period wise and shift wise
    - iv. Systems Reports including Gate Statistics, System Runtime, and System Reboot.
    - v. Daily & Monthly Summaries
    - vi. Other reports as per requirement of B.M.C for efficient management.
- #### **2. Software for implementation of Parking Management Software at Local Server**
- i. Shall be implemented in the Integrated Industry Standard Open Platform to manage, monitor and control the Smart parking initiative.
  - ii. Shall monitor and configure all devices with respect to parking (sensors, displays etc.).

- iii. Shall control the system functionality and enable remote monitoring from other computers.
  - iv. Shall provide capability to create full report of exact location with respect to floors, areas, levels, etc. Shall be customizable and able to update the parking lot occupancy and entry/ exit of vehicles in real time.
  - v. Shall provide real time status of all system components.
  - vi. Shall report alarms/ notifications when devices are un-connected; in the case of any equipment failure, on-screen alarm is displayed/ notified at the central control centre.
  - vii. Should issue notifications if a car is abandoned after the requisite period of time.
  - viii. Shall provide full graphical plan information of the car park with exact locations.
  - ix. Shall allow download of the information and configuration of fields for maintenance purpose.
  - x. Shall have built in tools for third party integration to obtain real time information
  - xi. Shall provide access at user levels with passwords.
  - xii. Shall have historic log for available spaces, period of time.
  - xiii. The software should be able to handle manual overriding of available spaces, special parking requirements for reserved spaces and handicapped lots.
  - xiv. Shall manage energy saving of the car parks according to car park occupation.
  - xv. LED lights and display shall be visible from a distance of atleast 50 meter in direct line of sight.
3. Connectivity from Locations to Central Control Center
- The central control centre will be the nodal point and each location will be treated as Zone of availability of all online data and information related to smart sensors based Parking solution and connected to B.M.C. network of services. It shall consist of the following:
    - i. Centralized System for CCTV based or Sensor based Security with large screen for live monitoring.
    - ii. Equipment health monitoring and generates alerts
    - iii. Centralized data storage and its management
    - iv. Integration with Third Party Shared Services
    - v. Online backup of all data in B.M.C. Command and Control Centre.

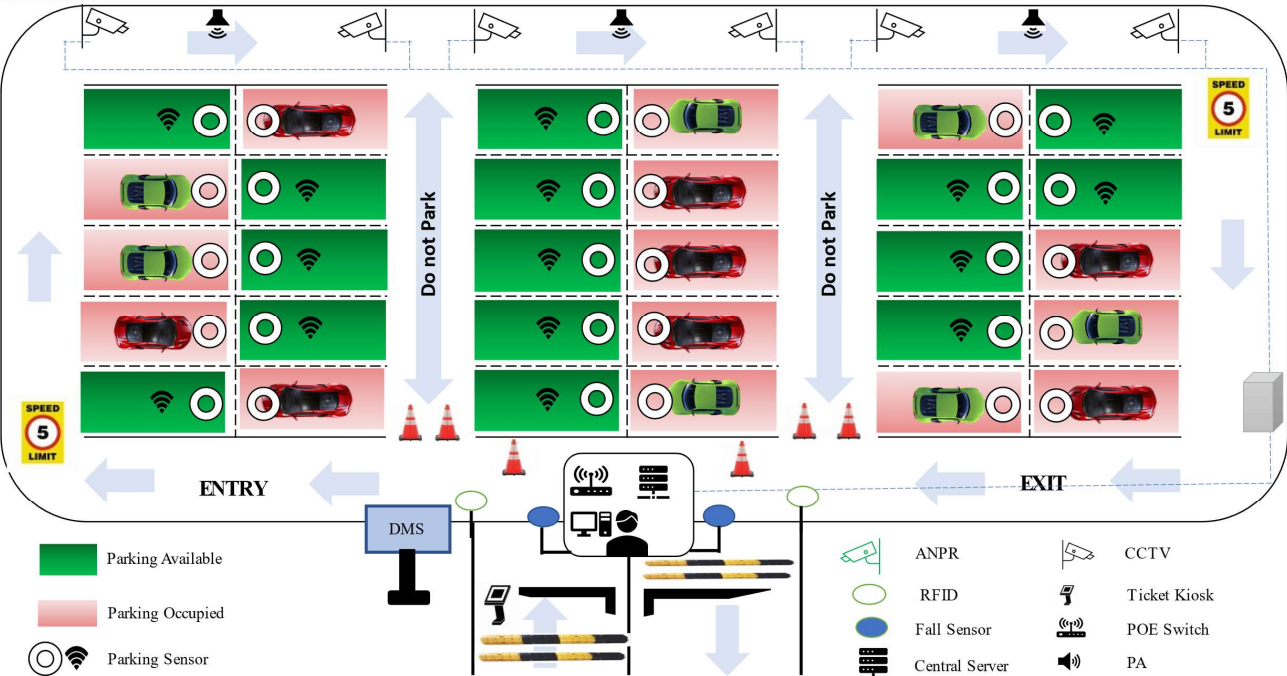
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**On Street Parking**



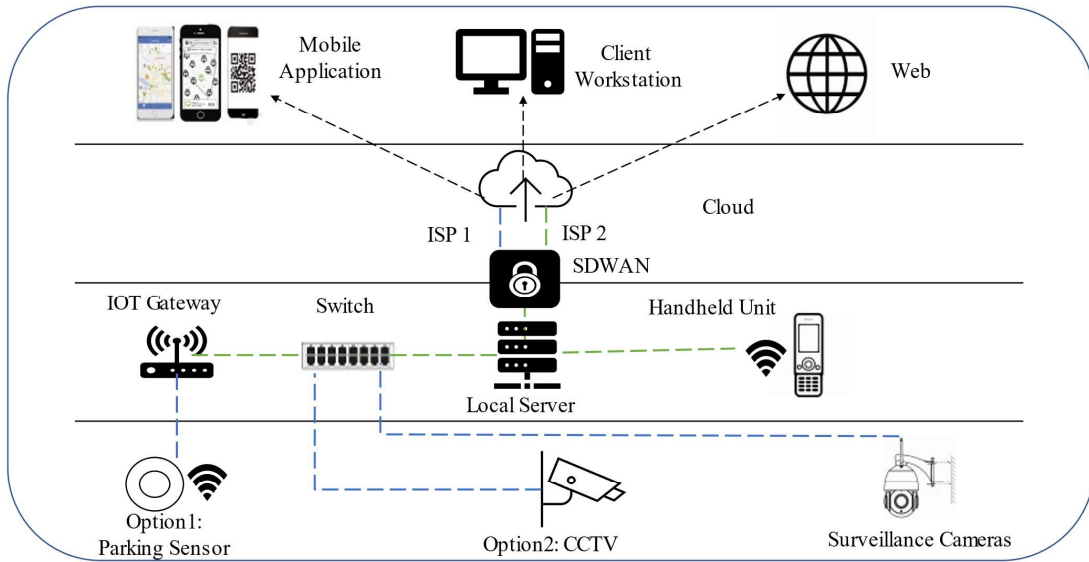
- 1 Option 1: CCTV based sensor detect whether parking space is vacant or occupied and transit the data to local server. The central server will fetch the data from the local server
- 2 Option 2: Surface Mounted IOT Sensor detect whether parking space is vacant or occupied and transit the data to local server. The central server will fetch the data from the local server
- 3 The Handheld devices shall be used for issuance of ticket and for monitoring the onlinepre booked transaction
- 4 Vehicle owner search the parking availabilitythrough Mobile application and book the space in their nearby location.
- 6 Local Server will be integrated with central server for all real time information.

**Off Street Parking**

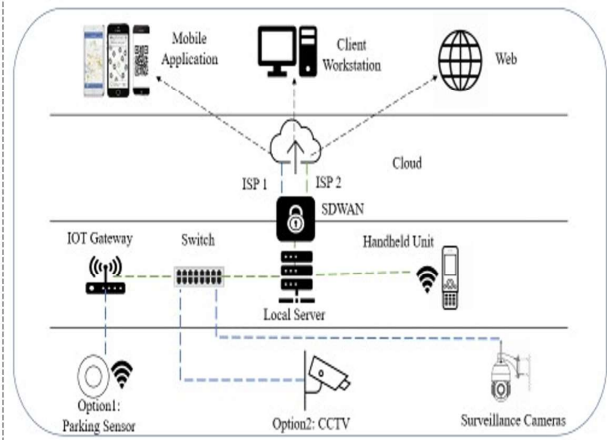
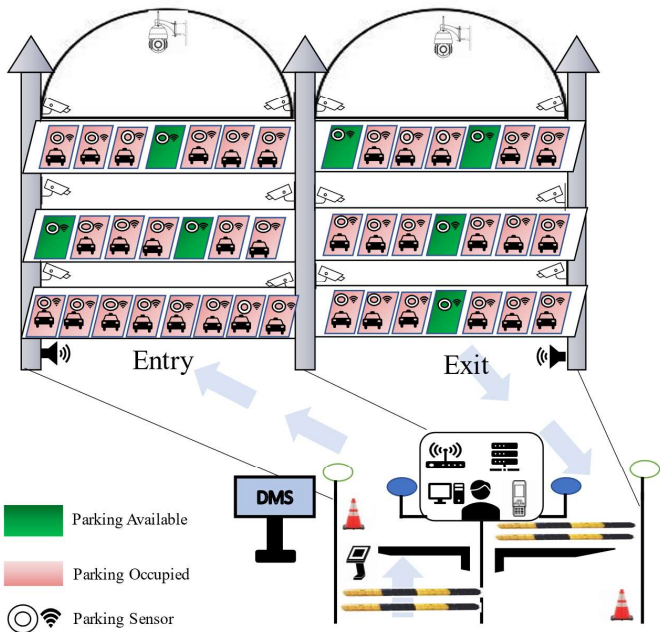










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**Off Street Parking**



**Multi Level Parking**



-  ANPR
-  Analytic CCTV
-  RFID Reader
-  Ticket Kiosk
-  Fall Sensor
-  POE Switch
-  Local Server
-  Handheld

In addition to the team already specified, Concessionaire is required to have a dedicated On-Premise Team that will be based at B.M.C facilities and be in charge of the project's efficient implementation and operation. During the implementation stage, the on-premise team will include a project manager, a functional lead, and a technical lead. A project manager, a helpdesk manager, operators and parking

wardens are required as members of the on-site team for the operation and maintenance stage. The on-site Project Manager shall be a single point contact for B.M.C during the period of the contract and shall be present for discussions, important meetings and shall act as one point contact for B.M.C.

Concessionaire scope included the part of manpower, which will be deployed in smart parking system i.e. project manager for the management works of the project, Operators for the execution works, Concessionaire for establishment of smart technology in the smart parking areas, payment agency will be responsible for the payment transactions with payment management tasks and parking warden will perform the manual tasks by using the POS machine or Handheld mobile devices on the parking areas.

#### 5.4.4 Key Considerations

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

- a. Scalability** - Important technical components of the architecture must support scalability to provide continuous growth or flexibility to meet the growing demand of the traffic on the roads of Mumbai. 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 such as Storage, Bandwidth, Computing Performance (IT Infrastructure), and Application performance.
- b. Availability** - Components of the architecture must provide redundancy and ensure that there are no single points of failure 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 Concessionaire shall make the provision for high availability for all the services of the system.
- c. Physical Security** - The architecture must adopt an end-to-end physical security model by using the cameras or sensor that protects data and the infrastructure from theft or man-made disasters (in off street parking) etc. Successful Concessionaire must make provisions for security of field equipment as well as protection of the IT- Infrastructure system of smart parking system.
  - The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen.

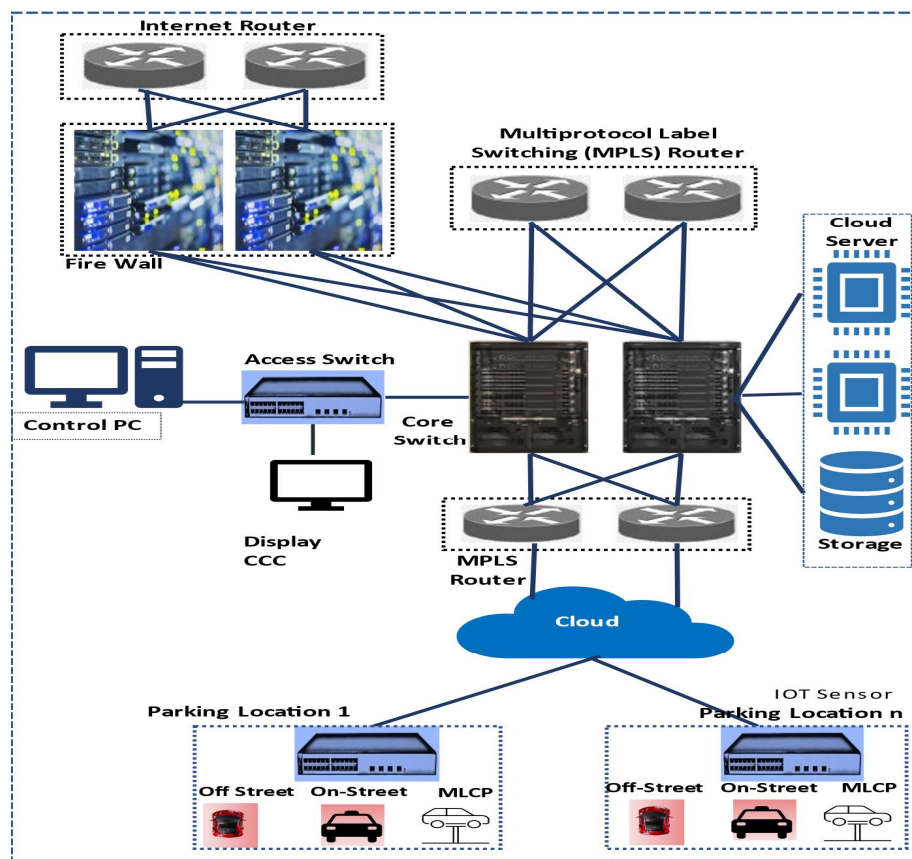
**d. Manageability** - Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and be able to match the growth of the environment.

#### 5.4.5 Network Architecture

The network architecture is divided into 2 parts.

1. The network in the parking area, which is the backhaul provided by the service provider for the implementation agency
2. Consists of a last-mile network needed to connect the edge devices to the backhaul to network, which must be built to ensure converged communications.

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.



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Initially, Phase wise implementation of Smart Parking shall be done. Phase-1 will be completed within 6 month and Phase- 2 and Phase-3 will be completed after award of work to Concessionaire after readiness of location within 4.5 months (18 Weeks).

The Concessionaire/ Agency will cover all on street, off street locations as per **Annexure 1** mentioned in this RFP.

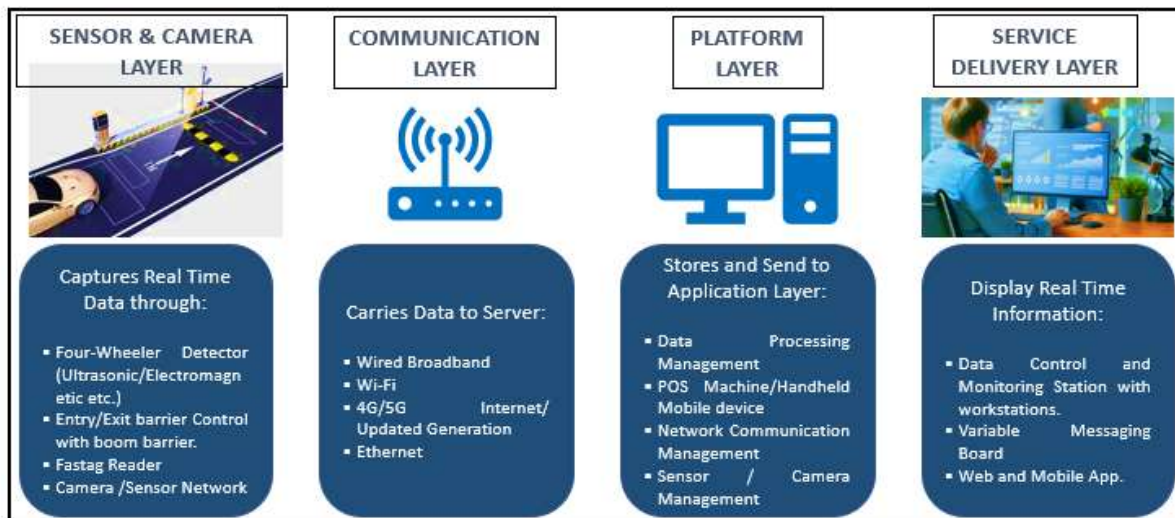
However, the B.M.C plans implement the same, in phases — the initial coverage area will include key destinations of the city, assigned by B.M.C. The system may be expanded in subsequent phases.

Handheld devices to include POS machine, Fastag Reader feature, to allow officers to scan license plate number using these devices in case of on street and Off-street parking.

If a vehicle user has not paid the Parking Fee, the enforcement officer will take a photo of the vehicle, notify the Traffic Police who may then immobilize the vehicle. A user must pay the applicable parking fine through the cashless system to have a vehicle unclamped. Enforcement officers will not collect fines directly.

The four types of layers, which included all the basic functions of this project. The main four layer of the Smart parking system are described with the help of following diagram:

### Workflow



#### 5.4.5.1 *Sensor and Camera Layer*

This layer includes all edge devices, such as Sensors, Camera with analytics, Fastag reader, etc. It is the layer that interacts most directly with its clients. The physical counting of vehicles across touchpoints would take place in this layer. The Parking Management Software, which controls the management of parking data for the entire city, receives real-time updates and information on parking availability from these geomagnetic/ultrasonic sensors or other camera enabled network system. The users and platforms that are seeking for parking information are then notified of the availability. This information may be used to optimize space use, manage enforcement and enable payment systems. The Sensor and Camera Layer shall also enable payments through POS machine or 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 follows:

- a. Vehicle detection at entry and exit by use of cameras or QR code reader machine at boom barrier location.
- b. Vehicle detection at entry and exit by camera-based detection via ultrasonic/ magnetic sensors.
- c. Vehicle detection at entry and exit by use of Fastags via ultrasonic/ magnetic sensors.
- d. 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 areas, display real-time information to drivers via variable display signs (VDS) located at the ‘Decision Points’ and mobile applications and this real-time information can be based on the Ultrasonic/Magnetic detector/Cameras.

#### 5.4.5.2 *Communication Layer*

All the edge devices, data center devices and service delivery devices would interact with each other through this layer. The communication network will be the protected network layer, which will offer connection for data collection from sensors and message transmission to display devices/POS machine or Handheld device. Anywhere necessary, it will enable the Wi-Fi services as well as other

smart infrastructure-based components (sensors and displays). The network layer will be expandable so that new sensors, cameras, display devices, and Wi-Fi hotspots may be added in the future.

#### 5.4.5.3 Platform Layer

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 Management System is a powerful tool which interacts with all the sensors and the cameras deployed for the Smart Parking project. The system collates data from the sensors and cameras and the mobile app and directs the users to the nearest available parking area. The monitoring and review centre software collects all the information generated by the sensors and cameras and allows parking operators to make adjustments remotely and payments by the POS machine/ Handheld mobile device (included the features of POS machine in it). Furthermore, it stores historic data of the use of the parking facility to ease decision-making and predict future trends. The smart applications integrated with devices in this layer will contain data aggregation and management systems (Parking guidance system, control systems, messaging system, handheld device messaging system), and visualization through dashboard system to provide actionable information to users.

#### 5.4.5.4 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 areas on their smartphones. The driver gets full details of the parking options available including prices, out of hour's times and restrictions if any. The users can then choose the parking areas 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. This layer also includes the data monitoring and review Centre, which will be based on data analytics based computerized control center required to store, process and analyze the data, which will be visualized on the dashboard. This layer consists of servers, storage, supported network hardware, security equipment, and related administration tools. It will be scalable, much like the network layer, to meet rising processing and storage demands ahead.

#### 5.4.6 Specifications for manpower requirements are as following:

Sr. No.	Major role of the Manpower (as Human Resource) in the Project
1.	The Manpower such as parking wardens shall be required to deploy by the Concessionaire after the permission of B.M.C.
2.	The Concessionaire is required to deploy a Core Delivery Team with adequate

	manpower for Implementation and Operations and Management of the project.
<b>3.</b>	The Core Delivery Team for Implementation Stage shall be responsible for the entire design, development and commissioning of the project for 1 year implementation and 10 years of operations Go-Live.
<b>4.</b>	The Core Delivery Team for Operations and Management Stage shall be responsible for all the activities related to O and M and shall comprise of Team Lead, On-Field and Off-Field Support team, Helpdesk, Senior Management and any other resource for operation and maintenance of the project from Stabilization Period till the end of the project
<b>5.</b>	The Concessionaire must send out a Core Delivery Team with enough staff to complete the project's implementation, operations, and maintenance.
<b>6.</b>	The Project Lead, the On-Field and Off-Field Support Team, the Helpdesk and any other resources of the Project from the Stabilization Period until the parking Project's End shall constitute the Core Delivery Team for O and M Stage and shall be responsible for all activities related to O and M.

## 5.5 Specifications for Hardware

The technical specifications are provided in Annexure III (section 14).

## 5.6 Post Implementation Support and Maintenance

The delivery of post-implementation support, maintenance, and post-Go-live support (PGLS) for the solution for ten years following project implementation is anticipated of the Concessionaire as part of the delivery of the solution. The PGLS period will begin after the completion of six months of Hypercare Support after support and maintenance have been provided, but only after a transition to a support team (if different from the implementation team) has been made. As a result, the PGLS will last from the time the solution goes live until the end of the fifth year.

The Concessionaire shall provide appropriate levels of on-site and off-site support as necessary. The Concessionaire's team in PGLS shall be responsible for the continued delivery of stable systems, development and operational support. This includes a preventive maintenance programme, monitoring and system health checks and incident management. It is expected that out of hours support will be provided as needed.

Support of the system is key to establishing system and process stability within smart parking system ecosystem following the deployment. Over and above the technical support required in this period, it is expected that support efforts shall target improving end-user familiarization with new applications and processes to enhance adoption and aid transition of new processes to a business-as-usual status. In case further expansion of the solution to other parking areas under B.M.C, same will be based on work order issued by B.M.C and will follow a release-based approach.

The purpose of the PGLS period is to accelerate business stabilization, through the following objectives:

1. To measure, and communicate, how performance is stabilizing against expectations.
2. To inform decision making about how performance issues should be resolved;
3. To prioritize and coordinate efforts to where they will have the most impact;
4. To monitor the impact of any changes until stabilization is achieved;
5. To help determine when the solution is able to transition to the enduring support model;
6. The PGLS team should have flexibility to scale up/down;
7. To ensure timely resolution of incidents;
8. When incidents occur, to restore normal service as quickly as possible to minimize business impact;
9. To ensure that incidents and service requests are processed consistently and that none are lost;
10. To direct support resources where most required;
11. To provide information that allows support processes to be optimized, the number of incidents to be reduced, and management planning to be carried out.

After Go Live Concessionaire shall provide 3 months Hyper Care Support followed by support which will be for remaining period of contract. Necessary transition needs to be taken care by the Concessionaire during these transitions. Warranty support for the solution will be provided for the 3 months Hyper Care Support period or until all defects in the Solution for which the Concessionaire shall be responsible are resolved, whichever is longer. Defects include those that were known prior to Go-Live and any new defects that materialize in operation during Warranty.

A defect can only be resolved if:

- I. Test passes
- II. A valid workaround is approved by B.M.C
- III. Alternate resolution is approved by B.M.C

A Warranty Defect can be defined as: any defects in the technical performance or functionality of any aspect of the Solution when assessed by reference to the Acceptance Criteria which are identified or known on the date of Acceptance, or which arise during the Warranty Period. The Concessionaire shall work to ensure that all defects and issues are resolved in line with agreed processes and procedures.

#### 5.6.1 Service Transition

Each transition phase should be supported and tracked by a clearly defined and agreed Transition Plan. The transition plan should outline who the current owner is, the future owner will be, key stake holders and the date of the transition and measure the progress of the transition based on agreed handover criteria.

#### 5.6.2 Service Management Support Process:

The Concessionaire need to provide a service support to the Onsite remotely / telephonic support. The Concessionaire needs to provide a centralized Service team which will be responsible for:

- I. the diagnosis and repair required to close the problem;
- II. documenting all actions in E-ticket logs;
- III. performing root cause analysis, as required;
- IV. working with other vendors, as appropriate, to attempt to resolve problems;
- V. making recommendations for process and tool improvements; and
- VI. contacting other support groups or organizations, as required.

**The Support teams to follow all the management processes namely**

- I. Incident Management,
- II. Service Management to cover Minor Enhancements: Effort <20 hours. Handled as pre-paid enhancements with a limited effort up to a total of 60 hours /month,
- III. Problem Management
- IV. Change Management

## V. Release Management

#	Activity	Timeline
1.	Mobilization of Resources, As-Is study, and Details Project Execution Plan with Standard Operating Procedures (SOPs) for Operations and Maintenance of parking lots keeping the requirements defined in this RFP as priority	T0 + 02 Weeks
2.	Site Survey and Preparation of all drawings and actual BOM and SOPs for integration with Monitoring and Reviewing Centre	T0+ 06 Weeks
3.	Supply of all Network passive and electrical items of materials at site for ready location	T0 + 12 weeks
4.	Supply of all active component cameras, servers, switches, firewall etc. at sites for ready location.	T0 +18 Weeks
5.	Installation, commissioning and integration with software and testing of all hardware for phase 1 (off street location) for ready location	T0 + 24 Weeks
6.	Supply, Installation, commissioning and integration with software and testing of all hardware for phase 2 (on street location) for approx. 22852 ECS	T1 + 18 Weeks

### 5.7 Terms & Conditions

- The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at time T0 (Issuance of Work Order + 15 Days).
- The Concessionaire is required to be clearly indicating the release wise time schedule in the proposal. The development process will be reviewed regularly as per the time schedule.
- The maximum time period for completion of the erection/installation of all Smart Parking System shall be 12 months (including rainy season).

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7.	Supply, Installation, commissioning and integration with software and testing of all hardware for phase 3 (on street location) for approx. 72456 ECS	T2 +18 Weeks
8.	Operation & Maintenance of entire system	Go-Live date + 120 Months

**T0:** 15 Days after date of Issuance of Letter of Allotment (LA) to concessionaire.

**T1:** 7 days after date of intimation of readiness of the site by BMC to concessionaire for Phase II

**T2:** 7 days after date of intimation of readiness of the site by BMC to concessionaire for Phase III

## 5.8 Project timelines and deliverables

The deliverables as per the releases with milestones are mentioned below:

**T0:** 15 Days after date of Issuance of Letter of Allotment (LA) to SI.

### Note:

- I. User Accepting Testing (UAT) would be iterative in nature, limited up to 3 iterations per release. The Concessionaire /Vendor is expected to incorporate the changes in solution post UATs as per user feedback.
- II. For delay of every day per milestone, a penalty of 1% of payment for corresponding/relevant milestone would be deducted, provided the delay is attributable to the vendor. The decision of B.M.C will be binding in this regard.

## 5.9 Service Level Agreement (SLA)

Service Level Agreement (SLA) shall become the part of contract between Brihan Mumbai Municipal Corporation (BMC) and the Successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The successful Bidder must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

The successful bidder must supply software / automated tools to monitor all the SLAs mentioned below.

**Note:** Penalties shall not be levied on the successful Bidder in the following cases:

- There is a force majeure event effecting the SLA which is beyond the control of the successful Bidder

- The non-compliance to the SLA has been due to reasons beyond the control of the bidder.
- Theft cases by default would not be considered as "beyond the control of bidder".

### **Definition**

For the purposes of this service level agreement, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
- **“Incident”** refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the services related troubles during the first level escalation.

### **Measurement of SLA**

The SLA metrics provided specifies performance parameters as baseline performance, lower performance, and breach. All SLA calculations will be done on Monthly basis. The SLA also specifies the penalties for lower performance and breach conditions.

. The penalties will be deducted from the funds collected through the smart parking system.

Total penalty to be levied on the concessionaire shall be capped at 1 Cr. BMC would have right to invoke termination of the contract in the case:

- If during the entire contract period post implementation, overall penalty applicable is 1 Cr each for 12 Months.

**Planned Downtime**

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the successful Bidder should take at least 10 days prior approval from BMC in writing for the planned outage.

5.9.1 Pre-Implementation SLA and associated Penalties

**For Deliverables**

Definition	Timely delivery of deliverables would comprise entire bill of material and as per successful PAT of the system.
Service Level Requirement	All the deliverables defined in the contract must be submitted On-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the project go-live timelines.
Penalty for non-achievement of SLA Requirement	Penalty for non-achievement of SLA Requirement -Any delay in the delivery of the project deliverables would attract a liquidated damage of INR 10 Lakh per week for first 2 weeks and 20 Lakhs per week for subsequent 2 weeks and 50 Lakhs per week after 4 weeks <b>for a maximum of 5 Cr. If the penalty reaches 5 Cr,</b> BMC may invoke termination clause.

**For Manpower & Project Status Report**

Definition	Dedicated project manager to be present at any project site during entire project implementation period starting from T0 date till Go-Live date.
Measurement of Service Level Parameter	SI need to submit weekly attendance of the project manager to BMC. Also, the project manager needs to be present for status meeting at BMC in every 15 days with report and as on when required by BMC.
Penalty	If not present at project site beyond 5 working days in a month without intimation and prior approval of BMC, then Penalty of INR 20000/- per working day would be levied for all nonappearance days.  For non-submission of project status report or wrong status report a penalty of INR 20000/- per day will be levied.

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

### 5.9.2 Post Implementation SLA

#	SLA Parameter	Target
1.	Availability of Active/Networking device Camera, Server, Workstation, Switches and Online UPS etc.(24x7x365)	99.00%
2.	Availability of Edge Devices (IOT Sensor, Boom Barrier, Kiosk device, Handheld Unit, Ticket Dispenser, RFID, Anti Fall Radar etc.	99.00%
3.	Availability of Application (VMS, NMS/EMS etc.)	99.00%
4.	Availability of Power Supply & Online UPS	99.00%
5.	Bandwidth	99.00%
6.	Manpower Availability (24x7x365)	99.00%

### 5.9.3 Penalty

The concessionaire shall be paid the percentage of revenue from the monthly collections as per the contract agreement after deducting applicable penalties, if any.

Parameter	Availability at each location	Penalty i.e., Deduction
<b>Availability of Active/Networking device Camera, Server, Workstation, Switches and Online UPS etc.(24x7x365)</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Availability of Edge Devices (IOT Sensor, Boom Barrier, Kiosk device, Handheld Unit, Ticket Dispenser, RFID, Anti Fall Radar etc.</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Availability of Application (VMS, NMS/EMS etc.)</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour

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		will be made from the collection in the event of any item experiencing downtime
<b>Power Supply &amp; Online UPS</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Bandwidth</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Manpower Availability (24x7x365)</b>	Per day	Rs. 1000/- per person per day of unsanctioned leave or non-reporting or non-deployment.
	For 15 Days	In any case manpower will not available more than 15-days in months than treated as non-available of manpower for same month. So, payment will not made for that month.

- If the above stated clause (A) gets invoked in any two consecutive quarters for 2% of the total Go-Live location, then BMC will have the right to invoke termination of the contract and forfeit PBGs.

#### 5.9.4 Security Breach SLA

Note: This SLA for Security Breach is applicable over and above the SLAs mentioned in the above table

Definition	Security of the video feeds and the overall system is quite important and successful bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are–
	Availability of Video feeds to any other user than those authorized by the BMC and must be available using unique passwords
	Or any other privacy rule is broken as per Govt. of India guidelines

Service Level Requirement	Security compliance of the system should be 100%
Measurement of Service Level Parameter	Any reported security breach shall be logged into the SLA Management solution as a security breach.
Penalty for non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 100,000/-.

#### 5.9.5 Breach in supply of Technical Manpower

<b>Definition</b>	The bidder must obtain approval prior to deployment of the Project Manager. It is essential that the Project Manager is present in accordance with the RFP and performs at the expected level. Any breach of the current SLA will result in a specified penalty for non-availability of this manpower.
Service Level Requirement	Availability of the required man-power should be 99.9%
Measurement of Service Level Parameter	<p>Following instances would be considered as SLA non-compliances :</p> <ul style="list-style-type: none"> <li>• Replacement of a profile by the bidder (only one replacement per profile would be permitted per year).</li> <li>• Non-deployment of the profile for more than 1 month. BMC reserves the right to ask concessionaire to replace the profile if the performance / commitment is not up to the mark</li> </ul> <p>Note: Replacement due to reasons not in control of concessionaire (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement .</p>

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

b) Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not Limited to the following):

I. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of B.M.C

II. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.

III. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as

complying with Standards for website/mobile app development, etc.

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

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

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

Theft cases by default/vandalism would not be considered as — beyond the control of CONCESSIONAIRE. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, insurance as required to maintain the desired required SLA.

#### 5.9.6 Complaint Resolution

The Concessionaire shall be responsible for maintaining the desired performance and availability of the network devices supplied under the scope of work of this RFP. The Concessionaire should ensure the prompt service support during Contract period. If complaint is made before 4 pm of the working day, the same should be attended on the same day.

<b>Site/Location</b>	<b>Penalty for delay in resolution of complaints beyond 24 hours</b>
All sites	Rs. 1000/- per complaint (for Parking system and other equipment) per day or part thereof
<b>Site/Location</b>	<b>Penalty for delay in resolution of complaints beyond 8 hours</b>
All sites	Rs. 1000/- per complaint (for Parking system and other equipment ) per day or part thereof

#### **Resolution Time:-**

Defined as time taken to resolve a problem . The resolution time will be considered with respect to clock hours. If the successful Concessionaire fails to Attend the uptime and complaint resolution as specified above, the operational penalty will be imposed as specified above which will be recovered from quarterly payment or from PBG.

#### **Exceptions:**

Downtime planned for prescheduled changes/Maintenance activities and the same shall be intimated in advance to the Tendered for prior approval and downtime in such cases shall not be more than 12 hours in quarter. Force Majeure conditions as mentioned in the RFP.

#### **Note:**

In case, there is delay attributable to granting access to the equipment to be restored on the part of Concessionaire or on part of end user, such delays shall be reduced from the time taken for call

completion after due consideration by the Concessionaire

### 5.10 SLA Change Process

The parties may amend this SLA by mutual agreement. Changes can be proposed by either party. The Concessionaire representative may initiate an SLA review at least half yearly which is subject to approval from B.M.C.

The Concessionaire representative will maintain and distribute current copies of the SLA document as directed by B.M.C. Additional copies of the current SLA will be available at all times to authorized parties.

### 5.11 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

### 5.12 Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest management level. Implementing this procedure ensures that B.M.C and Concessionaire's management are communicating at the appropriate levels.

- I. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
- II. Either B.M.C or Concessionaire can initiate the procedure

- III. Escalation will be one level at a time.

### 5.13 Penalty

- a. **Delay Penalty:** A penalty of 0.2% of the consideration of contract for a particular item will be charged for delayed supply and installation for delay of each day thereafter.
- b. In case the overall support of the Concessionaire to the B.M.C is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- c. In case the Concessionaire fails to be compliant with SLAs and KPIs requirements at regular intervals as mentioned above, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall. Decision of Municipal Commissioner, B.M.C shall be treated as final in such cases.
- d. In case a serious bug / flaw / error is found in a system or the system is not found working as intended/ satisfactorily / properly due to the software developed then in that case, generally a penalty of up to 10% of the consideration of contract will be imposed. The penalty will be proportionate to the delay in amending the bug / flaw / error, etc. after the date of report.
- e. In case the support of the Concessionaire's staff to the B.M.C is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally upto 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- f. In case of system unavailability for the lack of proper configuration /administration /maintenance of the system by the Concessionaire's staff at B.M.C a direct penalty of 10% of the consideration of Contract will be imposed, charged.
- g. In case the Concessionaire fails to deliver service as depicted in the scope of work, penalty will be imposed generally upto 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- h. The decision of Municipal Commissioner, B.M.C will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the Concessionaire.

- i. In case of continued failure or shortfalls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the Concessionaire besides forfeiting Security Deposit.

#### 5.14 Limitation of Liability

- a. Except in case of gross negligence or willful misconduct on the part of the Concessionaire or on the part of any person or Firm acting on behalf of the Concessionaire in carrying out the Services, the Concessionaire, with respect to damage caused by the Concessionaire to the B.M.C's property, shall not be liable to the B.M.C:
  - I. for any indirect or consequential loss or damage; and
  - II. for any direct loss or damage that exceeds a fixed amount equal to total price submitted online.
- b. This limitation of Concessionaire shall not affect the Concessionaire's liability, if any, for damage to Third Parties caused by the Concessionaire or any person or Firm acting on behalf of the Concessionaire in carrying out the Services or any obligation of the Concessionaire to indemnify the Authority with respect to intellectual property rights infringement claims.

## 6. General Conditions of Contract

### 6.1 Introduction to BID Proposals

B.M.C intends to invite proposals through this RFP. The Technical Bid along with EMD & Bid Fee in the name of “BrihanMumbai Municipal Corporation” is to be submitted in hardcopy whereas the Price Bid is to be submitted online on <https://mahatenders.gov.in>.

### 6.2 Bid Availability & Validity

Bid documents can be downloaded from the website <https://mahatenders.gov.in> up to the date and time mentioned in the Online RFP Notice. The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Due Date/Bid Submission Date (the “Proposal Validity Period”). If required, Authority may request the Concessionaire to have it extended for a further period.

### 6.3 Governing Law and Jurisdiction

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

### 6.4 Authority’s Right to Accept and Reject any Proposal or all Proposals

- a. Authority reserves the right to accept or reject any Proposal and annul the bidding process/ Proposal Evaluation Process and reject any/all Proposals at any time, without thereby incurring any liability to the affected Concessionaire or Concessionaires or any obligation to inform the affected Concessionaire or Concessionaires of the ground for Authority’s action.
- b. Without prejudice to the generality of Clause (a), the Authority reserves the right to reject any Proposal/Bid if:
  - i. at any time, a material misrepresentation is made or discovered, or
  - ii. The Concessionaire does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  - iii. Concessionaire submitted conditional Proposal/Bid.

- c. If such disqualification/ rejection occurs after the Proposals have been opened and the Selected Concessionaire as per award criteria gets disqualified/ rejected, then the Authority reserves the right to consider the next best Preferred Concessionaire or take any other measure as may be fit in the sole discretion of the Authority, including annulment of the Selection Process.

## 6.5 Earnest Money Deposit (EMD)

- a. Earnest Money Deposit (EMD) of 1% of the total cost of the project should be paid as in explained section 2.1, clause 8, payable at Mumbai in the favor of the B.M.C.
- b. Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount, form and validity period will be summarily rejected by the Authority as being nonresponsive and bids of such Concessionaire shall not be evaluated further.
- c. No interest will be payable by the Authority on the Earnest Money Deposit.
- d. The EMD of unsuccessful Concessionaires will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Concessionaire or when the Authority cancels the Bidding Process.
- e. The Selected Concessionaire's EMD will be returned, without any interest, upon the Selected Concessionaire signing the Agreement and furnishing the Security Deposit in accordance with the provision thereof.
- f. The EMD shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
  1. If a Concessionaire submits a non-responsive Proposal;
  2. If a Concessionaire engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice;
  3. If a Concessionaire withdraws its Proposal during the Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Concessionaire(s) and the Authority;
  4. In the case of Successful Concessionaire, if it fails within the specified time limit –
    - i. to sign and return the duplicate copy of LOA
    - ii. to sign the Agreement within the time period specified by the Authority.

- iii. to furnish the Security Deposit along with the signed copy of LOA; or
5. In case the Successful Concessionaire, having signed the Contract, commits any breach thereof prior to furnishing the Security Deposit.

## 6.6 Due Diligence

The Concessionaires are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local conditions and any other matter considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending a Pre-Bid meeting.

## 6.7 Acknowledgement By Concessionaire

- a. It shall be deemed that by submitting the Bid, the Concessionaire has:
  1. made a complete and careful examination of the RFP
  2. received all relevant information requested from the Authority;
  3. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority
  4. acknowledged that it does not have a Conflict of Interest
  5. agreed to be bound by the undertakings provided by it under and in terms hereof.
- b. The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## 6.8 Cost of Bidding

All costs and expenses (whether in terms of time or money) incurred by the Concessionaire in any way associated with the development, preparation and submission of the Bid and Concessionaire's participation in the Bid Process, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Authority, will be borne entirely and exclusively by the Concessionaire.

## 6.9 Tender Scrutiny Fee

All Concessionaires must submit non-refundable Tender Scrutiny Fee of Rs. 25,000 plus 18% G.S.T. payable immediately after opening of Packet A & B in any of the Citizens Facilitator Centers (CFCs) as per circular No. CA/FRG/03 dt. 11.05.2023 and circular No. CA/FRG/04 dt. 24.05.23.

## 6.10 Schedule of Bidding Process

The Authority shall endeavour to adhere to the bidding schedule as specified in table below:

<b>Date of Issue of the Bid Document</b>	xx/xx/2023
<b>Pre-bid Conference by Submission of queries by email</b>	By e-mail to ee01tcwstr.rt@mcgm.in on or before xx/xx/2023, xx:xx hrs
<b>Price Bid Submission</b>	To be submitted online only on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> on or before xx/xx/2023
<b>Technical Bid Submission (in Hard Copy) filled-in Technical Bid along with Bid Fee, EMD, Solvency Certificate and other documents.</b>	Online submission through <a href="https://mahatenders.gov.in">mahatenders.gov.in</a> portal as explained under section 2.1 "E-Tender Notice"
<b>Date, Time and Venue for Opening of Financial Bid</b>	The technically qualified Concessionaires will be notified with the date and time of the Financial Bid Opening.
<b>Signing of Agreement</b>	Within 30 days from the date of issuance of LOA

## 6.11 Terms of Contract

- a. Selected Concessionaire shall undertake project on Design-Develop-Maintain-Transfer basis.
- b. Selected Concessionaire shall design, develop, supply, install, maintain, and transfer the project during the Contract Period. Provided in the event of earlier termination of the Contract, this period shall be ending with the date of termination of the Contract (the “License Period/Contract Period”).
- c. The eligible and technically qualified Concessionaire having the highest percentage share (H1) shall be considered the Selected Concessionaire as per the terms of this RFP.
- d. The payment to the Selected Concessionaire shall start based on milestones defined in section
- e. In case of Termination due to Selected Concessionaire’s Event of Default, the Authority shall have right;
  - i. To forfeit the Security Deposit in full.
  - ii. To appoint another Concessionaire. In such case selected Concessionaire will need to handover to B.M.C or appointed agency as per clause under this section.
- f. Performance and fulfilment of its roles & responsibilities and obligations as per the provisions specified in RFP and Addenda & Corrigenda if any.
- g. It shall be the responsibility of the Concessionaire to make necessary adjustments / repairs / developments / maintenance to keep the systems up and running and in good working condition.
- h. Concessionaire shall be responsible for maintenance / replacement of each and every spares / components including wiring, battery, etc. for the contract period.
- i. Necessary cost for license (if any) for map usage will be the responsibility of Concessionaire.
- j. The contract period shall cover proactive, preventive, breakdown maintenance of hardware & software support for entire solution provided.

### 6.11.1 Written Agreement

The CONCESSIONAIRE will have to enter into an agreement with the B.M.C for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by B.M.C, Mumbai. Such tenderer shall have to furnish two non-judicial stamp paper Rs.100/- each within ten days from the date of issue of offer letter. A Contract Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security. All documents submitted by CONCESSIONAIRE at the time of Tender will be the part of Contract Agreement

#### 6.11.2 Entire Agreement

This Agreement and the Annexures together constitute a complete exclusive statement of the terms of the agreement between the Parties on the subject hereof, no amendment or modification hereto shall be valid effective unless such modification or amendment is agreed to in writing by the Parties duly executed by persons especially empowered in this behalf by the respective Parties. Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

#### 6.11.3 Termination / Withdrawal

B.M.C reserves the right to withdraw/ terminate the agency of applicant in any of following circumstances:

- i. Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant organization
  - ii. Information provided to B.M.C is found to be incorrect;
  - iii. Delivery conditions are not met within the specified time period;
  - iv. Misleading claims about the agency are made;
  - v. Clear evidence is received that agency has breached copyright laws/ plagiarized from another source;
- a. B.M.C reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation. In such case the proportionate payment will be made after deducting applicable penalty if any.
  - b. The Service Provider shall be responsible and take required insurance for all of their representations working on the site at their own cost. B.M.C will not be responsible for any loss or damage to any of the representatives of the Service Provider during the said contract.
  - c. The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during parking operations caused due to improper functioning of the devices or system or otherwise during the contract period, whether knowingly or unknowingly done or occurred shall be made good forthwith to B.M.C Owing party by the selected Concessionaire upon a communication made therefore.

- d. Should the awarded Concessionaire fail to deliver the scope of work in due time or failed to operate / maintain the particular link/links for particular time during contract period, B.M.C reserves the right to get the work done from third party at the Concessionaire's risk and cost including the link provision and replacement of faulty components/equipment.
- e. The Concessionaire will be bound by the details furnished by him/her to B.M.C, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- f. If the agency does not execute the contract to the satisfaction of the B.M.C then the B.M.C may invoke any or all of the following clauses.
  - Forfeit the Security Deposit Amount
  - Terminate the contract without any liability of B.M.C towards the agency.

#### 6.11.4 Shifting / Removal / Demolition of Smart Parking System

The B.M.C or its authorized representative shall have the right to have the Smart Parking System discontinued, shifted or removed at any time during the period of contract with due prior notice to the Concessionaire. In the event of such removal or shifting, the Concessionaire may be permitted at the discretion of B.M.C to develop the Smart Parking System on the alternative site constructed / allotted, if available. The locations may be changed /relocated for the reasons beyond the control of B.M.C The Concessionaire shall re-commission the Smart Parking System / Project Facility or the affected part thereof on receiving the instructions from B.M.C in this regard. In such a case the cost of relocation of any / all the Smart Parking System shall be borne by the Concessionaire as per the instructions from B.M.C. The Smart Parking System shall be relocated & decommissioned within 15 days. If the Smart Parking System has been damaged because of natural calamity, riots, fire, and accident or asked to remove for any legal dispute, B.M.C under no circumstances will reimburse the Concessionaire for such damage or removal. Any such parking location which is not available for use will be considered as zero occupancy.

#### 6.11.5 Transfer of Rights

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

The selection shall be for ten years from the starting from signing of LOA, which shall be reviewed periodically to assess the performance during the specified duration of project.

#### 6.11.6 Limitation of Liability

- a. Except in case of gross negligence or willful misconduct on the part of the Concessionaire or on the part of any person or Firm acting on behalf of the Concessionaire in carrying out the Services, the Concessionaire, with respect to damage caused by the Concessionaire to the B.M.C, shall not be liable to the B.M.C:
  - for any indirect or consequential loss or damage; and
  - for any direct loss or damage that exceeds a fixed amount equal to total contract value.
- b. However, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct (b) gross negligence or (c) indemnification against third party claims for infringement; caused by the Concessionaire or any person or Firm acting on behalf of the Concessionaire in carrying out the Services or any obligation of the Concessionaire as part of this tender.

#### 6.11.7 Indemnity

The selected Concessionaire agrees to indemnify and hold harmless B.M.C, its officers, employees and agents(each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- I. any misstatement or any breach of any representation or warranty made by the Selected Concessionaire or
- II. The failure by the selected Concessionaire to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the selected Concessionaire. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created selected Concessionaire pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by selected Concessionaire or its representative pursuant to this Agreement, or the

- SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims")/
- III. any compensation / claim or proceeding by any third party against B.M.C arising out of any act, deed or omission by the selected Concessionaire or
  - IV. Claim filed by a workman or employee engaged by the selected Concessionaire for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
  - V. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### 6.11.8 Third Party Claims

- a. Subject to Sub-clause (b) below, the Selected Concessionaire (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in

such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. Selected Concessionaire hereby indemnify & hold indemnified the B.M.C harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

All settlements of claims subject to indemnification under this Article will:

- i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - ii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
  - iii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
  - iv. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.
- c. The agency must provide a dedicated team based in Mumbai to service the account of the B.M.C within 20 days from the date of award of contract.

#### 6.11.9 Exit Management

The exit process would start at the beginning of the last quarters in case contract is not extended further. At the beginning of the last quarter of the end of the contract period or in the event of termination of contract, the Implementation Agency is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walkthrough and demos/drills for Smart parking system project services, project documentation, etc., and addressing the queries/clarifications of new Implementation Agency selected by B.M.C. Vendor shall provide support in terms of smooth handing over of its services. At the end of the Contract Period or earlier Termination of Contract due to Vendor's event of default, the Vendor shall transfer ownership of all artifacts developed for the Smart parking system, Project except its proprietary Software to Authority at no cost to Authority.

During the contract period, the Implementation Agency shall ensure that all the documentation including policies, procedures, etc. are kept up to date and the same are handed over to B.M.C during the Exit management process.

The Concessionaire shall certify that no product quoted in the bid has its End-of-life / end-of support announced. Also at the time of supplying the quoted product, if the product has reached its end of sale, then the Concessionaire will be required to supply similar product for the same OEM with similar or higher specifications.

#### 6.11.10 Force Majeure

##### 6.11.10.1 Definition

- 1) For the purposes of this Agreement — Force Majeure means an event which is beyond the reasonable control of a Party, which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, pandemic or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 2) Force Majeure shall not include
  - a. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
  - b. any event which a diligent Party could reasonably have been expected to both:

- i. Take into account at the time of the conclusion of this Agreement,
- ii. Avoid or overcome in the carrying out of its obligations hereunder.

3) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### *6.11.10.2 No breach of Agreement*

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

#### *6.11.10.3 Measures to be Taken*

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature cause of such event, shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### *6.11.10.4 Extension of Time*

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

#### *6.11.10.5 Consultation*

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

#### *6.11.10.6 Counter Offer*

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

The Concessionaire shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay is the result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the Concessionaire and not involving the Concessionaire's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, earthquake, floods, epidemics, quarantine restrictions. The Concessionaire shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.

#### 6.11.11 Solvency certificate

Valid Solvency Certificate amounting to minimum 10% of the consideration of the Contract from a scheduled/nationalized bank to be submitted by the Concessionaire along with technical proposal. Concessionaire may resort to submitting a solvency certificate of higher value to keep its prices disguised.

#### 6.11.12 Consortium

Consortium with a maximum of two members is allowed.

#### 6.11.13 Maintenance Performance Standards

##### *6.11.13.1 Preamble*

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

##### *6.11.13.2 General*

During the period of operation, the Concessionaire shall maintain all the facilities in accordance with performance Standards maintenance requirements, as mentioned below:

- 1) Perform maintenance on a routine periodic basis.
- 2) Provide functional facilities that
  - a. Meet the requirements of Smart Parking System;
  - b. Ensure the safety of the pedestrian road users;
  - c. Maintain a clean hygienic environment at Project locations.

- d. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- e. Establish a maintenance list for planned operation maintenance. Follow an orderly program so that maximum operational efficiency is attained.
- f. Maintain regular systematic records of all maintenance operations activity at the Facilities.

#### *6.11.13.3 Maintenance Works*

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

#### *6.11.13.4 Maintenance Performance Standards*

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

#### **6.11.14 Other Terms of Contract**

- a. During the bidding process or during the contract period, if any Concessionaire is found involved in fraudulent and corrupt practices, B.M.C reserves the right to reject the bid or cancel the contract, forfeiting the EMD and security deposit.
- b. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- c. It shall be deemed that by submitting the Proposal, the Concessionaire agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent

permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

- d. Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e. The selected Concessionaire shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture, or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation, or commitment with respect to any other person or entity.
- f. The authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
  - i. The Authority, Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Concessionaire in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Concessionaire; and/ or
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.
- g. The Concessionaire has to quote against all the items of the BOQ (supply, installation & implementation) including 5 years comprehensive part replacement onsite warranty. If the Concessionaire fails to quote for all the items of BOQ along with five years Annual maintenance Contract (AMC) the offer will not be considered.
- h. Concessionaire has to indicate the make / model of the quoted items mentioned in the Technical Parameter Specification (TPS). Supporting technical brochure / leaflet of the OEM of the quoted model is to be provided/submitted.
- i. The successful Concessionaire shall be responsible to provide the end to end solution. Selected agency will carry out necessary installation and mounting of the devices/components in a safe and tamper proof manner so as to avoid accidental or intentional damage to it.
- j. Maintaining all the equipments under contract under a perfect working condition by periodic preventive maintenance including cleaning the accessible and serviceable parts. The same shall

be carried out on a quarterly basis or as per the modified schedule decided by the Head of the Information Systems Department.

- k. The Maintenance shall be carried out in the period of maintenance window only and the operations carried out at respective location shall not be disturbed or disrupted.
- l. The overall fitting should withstand rough use.
- m. The contract period shall cover proactive, preventive, breakdown maintenance of hardware & software support for entire parking system.
- n. In case if breakdown/ maintenance work is required to be carried out during nonworking days/ hours, the Concessionaire shall attend the task(s) during this period at no extra payment.
- o. The entire system should be designed in such a way that no data should be lost under any condition.
- p. All tools and instruments required for installation should be brought by the successful Concessionaire.
- q. All safety and security norms should be adhered by the successful Concessionaire.
- r. Any minor/major upgrades of software during warranty & AMC period shall be provided free to cost and the same shall be installed and configured by the successful Concessionaire during the contract period.
- s. The right to reject accepts any/all bid(s) without assigning any reason thereof is reserved.
- t. In case, the awardee i.e. the selected Concessionaire fails to supply specified quantity and quality of goods in time or the performance of such supply/supplies are not found up to the mark or found of inferior quality vis-à-vis specifications, the earnest money deposit and/or security deposit will be forfeited at once.
- u. The software and hardware proposed as the part of this contract shall have a minimum shelf life of 7 years.
- v. In addition to the contact period the selected Concessionaire shall be able to support, end to end solution post the initial contract period upto a minimum of 5 years under AMC on paid basis.
- w. All goods to be supplied shall be of specified or higher speed/technology/version. B.M.C or its representative shall have the right (if it so desires) to test the goods to ascertain their conformity to the specifications. B.M.C shall notify to the agency for this purpose and nature of tests that may be conducted (if found necessary) for bench-marking.

- x. The contract shall be governed by the Laws in India and shall be subject to the jurisdiction of Mumbai.
- y. If any equipment or service issue during the contract period is found to be under repeated failures of same nature due to poor configuration or servicing or replacement of inferior parts or when troubleshooting is found to have been performed in piecemeal by the Concessionaire the same will be considered as an inefficient attendance, such instances will also be subject to levy of penalties but at double the penalty rate.
- z. The selected Concessionaire shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture, or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation, or commitment with respect to any other person or entity.

#### 6.11.15 Single Point of Contact

Agency will nominate one senior person as the Single Point of Contact (SPOC) for the purpose of receiving the complaint and resolution of the same. The contact details (mobile number and email) of the same will be shared with the end users as well. The nominated SPOC must interact cordially with the end user. S/he will carry out necessary activities to resolve the problem as per the response and resolution time.

#### 6.11.16 Back-office Support

Additional support as and when needed shall be provided from off site competent staff of the Concessionaire for specialized repairs, maintenance, configuration and consultation with no extra cost.

## 7. Annexures I

### 7.1 Annexure 1.1: Summary of the Phases

Summary of Total Availability of Equivalent Car Space (ECS) in Two-Wheeler (TW), Light Motor Vehicle (LMV), Light Commercial Vehicle (LCV), Heavy Motor Vehicle (HMV) and in Public Parking Lots (PPL) as Well as Amenities Parking Lots (APL) in B.M.C, Mumbai.

Sr. No.	Type of Parking	Subcategories of Parking	Type of Vehicle	Phase 1 (ECS)	Phase 2 (ECS)	Phase 3 (ECS)	Phase 4	Tentative Total Parking ECS Number (All 3 Phases)			
1	On-Street Parking	Total Count (General & Residential streets)	TW	0	2995	7737	Upcoming ECS In Future	10732	95308		
2			LMV	0	19127	60604		79731			
3			HMV	0	602	1762		2365			
4			HCV	0	127.5	2352		2480			
5			Total	0	22852	72456		95308			
1	Off-Street Parking	PPL	TW	199	0	0	Upcoming ECS In Future	199	30202		
2			LMV	23528	0	0		23528			
3			LCV	2554	0	0		2554			
4			HMV	1610	0	0		1610			
5			MMV	98	0	0		98			
6			Total	27989	0	0		27989			
7		APL	TW	8	0	0	8				
8			LMV	2205	0	0	2205				
9			Total	2213	0	0	2213				
<b>Sum Total = 125,510 ECS (All three phases in On-street and Off -street)</b>										<b>125510</b>	
		<b>Total No. of Parking Locations</b>	<b>61 Locations</b>	<b>595 Locations</b>	<b>3551 Locations</b>	<b>Upcoming Location</b>					
	<b>Remarks</b>	32 Locations are PPL and 29 Locations are APL	Including 65 Existing Locations (Excluding the locations of 4 proposed wards) and 530 locations of 4 proposed wards with NOC received from Mumbai Traffic	Pending Proposed Wards locations which NOC is not yet received from Mumbai Traffic Police Department and the locations are subject to change	Upcoming ECS In Future & Any other Interface						

			Police			
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## 7.2 Annexure 1.2: Current Parking Charges

The existing parking fee rates as per Corporation Circular (CR) dated 08-01-2015 are tabulated below. These rates may be considered for estimation of revenue. B.M.C. proposes to increase the parking fee by 10% every alternate year beginning from the 3<sup>rd</sup> year of contract i.e. rates will be increased by 10% in the 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> year. However, B.M.C. reserves the right to decide upon the frequency and percentage increase in rates.

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S. N.	Hours	For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
2	Previous rates approved till 5.11.2013	15	20	30	55	65	2	10	15	20	25	25	45	75	145	180	15	20	30	55	65	25	45	75	145	180
3	Revised calculation for proposed rates (approved) (For 1st and 2nd year)	20	25	35	60	70	5	15	20	25	30	30	50	80	150	185										
4	Revised calculation for proposed rates (1 <sup>st</sup> and 2 <sup>nd</sup> year) (1 X rates of row (3)) and 50% concession for auto / taxi and 30% concession for buses.	20	25	35	60	70	5	15	20	25	30	30	50	80	150	185	10	15	20	30	35	25	35	60	105	130
5	Monthly pass rate - from 8.00 am to 8.00 pm (rate of 12 hours x 22 days)	1320					550					3300					660					2310				

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S. N.		For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
6	Monthly Pass rate - from 8.00 pm to 8.00 am = (1/2 X rates of row (5))	660					275					1650					330					1155				
7	Sundays and public holidays, rate of on-street parking near Public parking lots = (1/2 X rate of row (4))	10	15	20	30	35	5	10	15	20	25	15	25	40	75	95	10	15	20	30	35	15	20	30	55	65
8	On-street parking rate within 0.5 KM radius of Public parking lot = (4 times (X) charges of row (7))	40	60	80	120	140	20	40	60	80	100	60	100	160	300	380	40	60	80	120	140	60	100	160	300	380
9	Public parking lot monthly pass (rate of	660					440					1650					660					1210				

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S. N.		For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
	12 hours x 22 days) – (off-street)																									
10	Residential parking 1/3 (rate of 12 hours x 30 days) -(on-street)	600					250					NA					NA					NA				
11	For 3rd and 4th year (10% increase or Rs. 5 - whichever is higher).	25	30	40	70	80	10	20	25	30	35	35	55	90	165	205	15	20	25	35	40	30	40	70	120	145
12	Monthly pass rate - from 8.00 am to 8.00 pm (charges of 12 hours x 22 days) (General Pay & Park - Day)	1540					660					3630					770					2640				
13	Monthly Pass rate - from 8.00 pm to 8.00	770					330					1815					385					1320				

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S. N.		For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
	am = (1/2 X charges of row (12)) (General Pay & Park - Night)																									
14	Sundays and public holidays, rate of on-street parking near Public parking lots = (1/2 X charges of row (11))	15	15	20	35	40	5	10	15	20	25	20	30	45	85	105	15	20	25	35	40	20	25	35	60	75
15	On-street parking rate within 0.5 KM radius of Public parking lot = (4 times (X) charges of row (14))	60	60	80	140	160	20	40	60	80	100	80	120	180	340	420	60	80	100	140	160	80	120	180	340	420
16	Public parking lot monthly pass (rate of	770					440					1870					770					1320				

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

S. N.		For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
	12 hours x 22 days) – (off-street)																									
17	Residential parking 1/3 (rate of 12 hours x 30 days) – (Residential on-street)	700					300					NA					NA					NA				

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Annexure 1.2 (a)**

The parking rates in the parking policy (CR 2015) have been arrived at by multiplying the base rate of Rs. 5.00 by different multiplication factors for different types of vehicles and scenarios.

The multiplication factors are tabulated below:

Multiplication Factor																										
1	Hours	For 3 and 4 wheelers					For 2 wheelers					For trucks					For auto / taxi					For public transport bus				
		Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12	Up to 1	1 to 3	3 to 6	6 to 12	above 12
2	Previous rates approved till 5.11.2013	3	4	6	11	13	0.4	2	3	4	5	5	9	15	29	36	3	4	6	11	13	5	9	15	29	36
3	Revised calculation for proposed rates (approved) (For 1st and 2nd year)	4	5	7	12	14	1	3	4	5	6	6	10	16	30	37	0	0	0	0	0	0	0	0	0	0
4	Revised calculation for proposed rates of Category C (1st and 2nd year) (1 X rates of row (3)) and 50% concession for auto / taxi and 30% concession for buses.	4	5	7	12	14	1	3	4	5	6	6	10	16	30	37	2	3	4	6	7	5	7	12	21	26
5	Monthly pass rate - from 8.00 am to 8.00 pm (rate	264					110					660					132					462				

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	of 12 hours x 22 days)																									
6	Monthly Pass rate - from 8.00 pm to 8.00 am = (1/2 X rates of row (5))	132					55					330					66					231				
7	Sundays and public holidays, rate of on-street parking near Public parking lots = (1/2 X rate of row (4))	2	3	4	6	7	1	2	3	4	5	3	5	8	15	19	2	3	4	6	7	3	4	6	11	13
8	On-street parking rate within 0.5 KM radius of Public parking lot = (4 times (X) charges of row (7))	8	12	16	24	28	4	8	12	16	20	12	20	32	60	76	8	12	16	24	28	12	20	32	60	76
9	Public parking lot monthly pass (rate of 12 hours x 22 days) – (off-street)	132					88					330					132					242				
10	Residential parking 1/3 (rate of 12 hours x 30 days) -(on-street)	120					50					-					-									
11	For 3rd and 4th year (10% increase or Rs. 5 -	5	6	8	14	16	2	4	5	6	7	7	11	18	33	41	3	4	5	7	8	6	8	14	24	29



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	days) – (off-street)					
17	Residential parking 1/3 (rate of 12 hours x 30 days) – (Residential on-street)	140	60	-	-	-

### 7.3 Annexure 1.3: Contractor List for On-Street and Off-street parking

Following is the ward-wise summary of ECS count which are being operated by existing pay and park contractors.

<b>Ward</b>	<b>No. of ECS</b>
A	6374
C	288
D	525
F/N	156
G/N	15
G/S	555
H/E	120
K/E	100
K/W	454
M/E	306
M/W	97
<b>Total</b>	<b>8990</b>

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**List of Contractors for On-Street Parking (status as on 16.12.2022)**

Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quote d Monthly License Fees	Date of LOA	Time Period	End Date
					T W	LM V	LC V	HM V	Total						
1	Fort Bye Lane Area I & II	'A'	A	Sushikshit Berojgar	272	610		0	882	M/s Shivseva Berojgar seva sahakari sanstha	1028742	1515151	Dyche/7712/tr dt 17.01.2022	2year	16.01.2024
2	Mumbai Samachar Marg	'A'	A	Sushikshit Berojgar	55	123		0	178	M/s Berojgar navyug seva sahakari sanstha maryadit		277,888	Dyche/8632/tr dt 28.01.2020	2year	27.01.2022
3	G. N. Vaidya Marg	'A'	A	Sushikshit Berojgar	40	89		0	129	M/s Saujanya Berojgar seva sahakari sanstha	237709	281000	DyChEng/7716/Tr dt 13.01.2022	2year	12.01.2024
4	M.G. Road (west Side) & Bombay Hospital Lane	'A'	A	Sushikshit Berojgar	39	88		0	127	M/s Yuva Berojgar Seva sahakari sanstha Ltd	118703	435600	Dy.Ch.E/7492/Tr dt 12.01.2022	2year	11.01.2024

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Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
5	Ramjibhai Kamani Marg (West)	'A'	A	Sushikshit Berojgar	93	207		0	300	M/s Manav Berojgar seva sahakari sanstha	200000	311888	Dy.Ch.Eng/2392/Tr dtd 27.08.2021	2year	26.08.2023
6	Walchand Hirachand Road (Part-II) from Grand Hotel to Scindia house, Ballard Estate	'A'	A	Sushikshit Berojgar	55	124		0	179	M/s Online computer Education	100000	172000	Dy.ch.Eng/2394/Tr dtd 11.08.2021	2year	10.08.2023
7	Vinay K Shah & Goenka Marg	'A'	A	Sushikshit Berojgar	44	98		0	142	M/s Mangalmurti Enterprises	237822	427686	Dy.Ch.E/7809/Tr dt 14.01.2022	2year	13.01.2024
8	Badruddin Tayyabji Marg	'A'	B	Mahila Bachat Gat	18	41		0	59	M/S Ashok Enterprises	93537	172821	Dy.Ch.E/7717/Tr dt 14..01.2022	2year	13.01.2024

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
9	S. A. Brelvi Marg	'A'	A	Mahila Bachat Gat	31	70		0	101	M/s Divyashakti Mahila Bachat Gat	176763	221999	DyChE/7714/Tr. dt. 12.01.2022	2year	11.01.2024
10	Horniman Circle, V. N. Road & Homji Street	'A'	A	Mahila Bachat Gat	197	441		0	638	M/s Jai Telangana Mahila Bachat Gat	1430282	1678000	DyChE/7713/Tr. dt. 12.01.2022	2year	11.01.2024
11	Kakishru Dubhash Road	'A'	A	Mahila Bachat Gat	59	132		0	191	M/s Mangal Murti Enterprises	376287	960666	Dy.Ch.Eng/7712/Tr/dtd12.01.2022	2year	11.01.2024
12	Mudranna Shetty Marg & Tamrind Lane	'A'	A	Mahila Bachat Gat	27	60		0	87	M/s Wagheshwari Mahila Bachat Gat	141490	227999	Dy.ChE/7813/tr dt 13.01.2022	2year	12.01.2024
13	Sai Baba Marg, Rutherford Marg, M. K. Road	'A'	A	Mahila Bachat Gat	30	68		0	98	M/s Swabhimani Mahila Bahcat Gat	84661	92786	DyChE/9268/Tr dt 06.02.2020	2year	04.02.2024

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Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
14	Nathibai Thakarshi Road, Nasikrao Tirpude Road, Gyan Samrat Husasin Dilrang Marg	'A'	A	Mahila Bachat Gat	44	98		0	142	M/s Ujwal Mahila bachat Gat	100000	259000	Dy.Ch.E/2399/Tr dt 04.08.2021	2year	03.08.2023
15	J. N. Hardia Marg	'A'	A	Mahila Bachat Gat	100	223		0	323	M/s Shree Mahapurush Mahila Bachat Gat	200000	297999	Dy.ch.Eng/2391/Tr dtd 04.08.2021	2year	03.08.2023
16	Jamshedji Tata Road Between Ritz Hoatel and Petroleum House	A	B	Mahila Bachat Gat	31	70		0	101					close	
17	Adi Marzban Road	'A'	A	Mahila Bachat Gat	43	45		0	88	M/s Dinesh Enterprises	86269	121711	DyCh.E/7382/Tr dt 10.12.2019	2year	09.12.2021

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Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
18	Free Press Jounnal Marg & V. V. Rao Marg	'A'	A	Mahila Bachat Gat	63	140		0	203	M/s R.T.Corporation	304158	389500	DyCh.E/2769/Tr dt 10.11.2020	2year	09.11.2022
19	Island Opp. Eros Cinema	A	A	Mahila Bachat Gat	36	80		0	116					2year	
20	Vidhan Bhavan Marg	'A'	A	Mahila Bachat Gat	39	87		0	126	M/s Mangalmurti Enterprises	227242	451666	DyChE/7721/Atr dtd 14.01.2022	2year	13.01.2024
21	Veer Nariman Road	'A'	A	Mahila Bachat Gat	25	55		0	80	M/s Siddhi Mahila Bachat Gat	126111	229999	DyChE/7811/Tr dtd 12.01.2022	2year	11.01.2024
22	University Road	'A'	A	Mahila Bachat Gat	34	77		0	111	M/s Adishakti Mahila Bachat Gat	207798	301999	Dy.Ch.E/7812/Tr.dt 12.01.2022	2year	11.01.2024

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
23	Dorabji Tata Road (N.S.Road) & part of Vinay K. Shah Road	'A'	A	Mahila Bachat Gat	90	202		0	292	M/s Lakshmi Mahila Bachat Gat	960698	1062500	DyChE/7813/Tr dt 13.01.2022	2year	12.01.2024
24	Sir P. M. Road	'A'	A	Unreserved	54	121		0	175	M/s Mangal Murti Enterprises	313512	860666	Dy.Ch.E/7722/Tr dtd12.01.2022	2year	11.01.2024
25	Mahakavi Bhushan Marg & Bye Lane	'A'	A	Unreserved	132	295		0	427	M/s Universal Education and Welfare Association	350000	753000	DychE/2397/Tr dtd 20.07.2021	2year	19.07.2023
26	Bomanji Cawasji Behram Marg, Barrow Road, Walton Road, Oliver Street & Garden Road, Henry Road	'A'	A	Unreserved	120	270		0	390	M/s. A. Y. K. GROUP		855009	DyChE/3086/Tr. dt. 24.07.2019	free Sites	

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Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
27	Ramjibhai Kamani Marg (East Side)	'A'	A	Unreserved	110	247		0	300	M/s. A. Y. K. GROUP	571052	810009	DyChE/2573/Tr. dt. 06.07.2019	free Sites	
28	Walchand Hirachand Marg (Part-I)	'A'	B	Unreserved	24	55		0	79	M/s parth Enterprises	73120	143000	DyChE/6941/Tr dt 02.11.2022	2year	01.11.2024
29	Dinshaw Waccha Marg	'A'	A	Unreserved	38	85		0	123	M/s Arya enterprises	271072	351999	DyChE/6930/Tr.dt.18.10.2022	2year	17.10.2024
30	N.C.P.A. Road	'A'	A	Unreserved	32	31		0	63	M/s Mangalmurti Enterprises	4405200	460666	DyChE/7719/Tr/dt 17.01.2022	2year	16.01.2024
31	Jivan Bima Marg Opp. LIC Bldg.	'A'	A	Unreserved	30	66		0	96	M/s Creative Enterprises		96000	DyCh.E/9270/Tr dt 03.02.2020	2year	02.02.2022

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
32	J.T. Siphai Malani Marg	'A'	B	Unreserved	0	19		0	19	M/s Mangalmurti Enterprises	6756	42756	DychE/7715/Tr.dt 14.01.2022	2year	13.01.2024
33	Hutatma Chowk No. 4	'A'	A	Unreserved	35	78		0	113	M/s Mangalmurti Enterprises	195643	570666	Dy.Ch.E/7720/Tr/dt.12.01.2022	2year	11.01.2024
34	P. J. Ramchandani Road	'A'	A	Mahila Bachat Gat	44	99		0	143	M/s Universal Education and Welfare Association	433035	1053786	Dy.Ch.E/7929/Tr/Dt 22.12.2022	2year	21.12.2024
35	Shiv Sagar Ram Gulam Marg	'A'	A	Mahila Bachat Gat	31	69		0	100	M/s Prerna Mahila Bachat Gat	50000	109999	Dy.Ch.E/2400/tr/dt 04.08.2021	2year	03.08.2023
36	M.J.P. Market No. 1,2,3	'A'	A	Mahila Bachat Gat	100	223		0	323	M/s Sadaphule Mahila Bachat Gat		2118000	DyChE/2401/Tr dtd 04.08.2021	2year	03.08.2023

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
												Revised LOA No. Dy.Ch.E/8413/Tr/dt.27.01.2022			
37	Shahid Bhagat Singh Marg from Sunderlal Behel Marg to Lion Gate	'A'	B	Mahila Bachat Gat	29	66		0	95	M/s Purtata Mahila Bachat Gat	116452	126000	Dy.Ch.Eng/7723/Tr dt 14.01.2022	2year	13.01.2024
38	Maharshi Karve Marg from Eros Cinema Jn. To Madam Cama Road	'A'	B	Mahila Bachat Gat	19	42		0	61	M/s Sangharsh Mahila Bachat Gat	36089	56786	DyChE/9264/Tr/06.02.2020	2year	05.02.2022
39	Narottam Morarji Road, Ballard Estate	'A'	A	Mahila Bachat Gat	53	118		0	171	M/s Jai matadi Mahila Bachat Gat	100000	170786	Dy.Ch.E/2393/Tr dt 05.08.2021	2year	04.08.2023

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
40	BEST Road from P.J.Ramchandani road Jn. To M.B. Road Jn. & Mandalik Road	'A'	B	Mahila Bachat Gat	20	45		0	65	M/s Saheli Mahila Bachat Gat	104775	223000	Dy.Ch.E/2396/Tr dt 04.08.2021	2year	03.08.2023
41	Store Lane	'A'	B	Mahila Bachat Gat	0	21		0	21	M/s. Hari Om Swayamsahayata Mahila Bachat Gat	11223	39789	DyChE/8010/Tr. dt. 18.11.2017	2year	17.11.2019
42	Nagindas Master Lane	'A'	B	Mahila Bachat Gat	0	17		0	17	M/s Shivneri Mahila Bachat Gat	8284	79000	Dy.Eh.Eng/2402/Tr dt 04.08.2021	2year	03.08.2023
43	Ash Lane	'A'	B	Mahila Bachat Gat	0	7		0	7	M/s Mahalaxmi Mahila Bachat Gat	3411	5200	Dy.Ch.E/3620/Tr dtd 27.08.2021	2year	26.08.2023

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Sr No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					T W	LM V	LC V	HM V	Total						
44	Green Street Marg	'A'	A	Unreserved	21	47		0	68	M/s Mangalmurti Enterprises	166572	213756	DyChE/7724/Tr. dt. 12.01.2022	2year	11.01.2024
45	Regal Cinema Island	'A'	B	Unreserved	11	25		0	36	M/s maulana Azad vikas seva sangh	49809	303786	DyChEng/7930/Tr dt01.12.2022	2year	30.11.2024
46	Jamnalal Bajaj Marg	'A'	A	Sushikshit Berojgar	52	117		0	169	M/s Pallavi Berojgar Sahakari Sanstha	535312	6515555	DyChE/7725/Tr dtd 12.01.2022	2year	11.01.2024
47	Ambalal Doshi Marg	'A'	B	Unreserved	0	24		0	24	M/S Ashok Enterprises	22984	75555	Dy.Ch.E/2403/Tr dtd 20.07.2021	2year	19.07.2023
48	Abdul Razzak Allana Road	'A'	B	Unreserved	0	7		0	7	M/s Greenviro Infratech Pvt Ltd	3412	21777	DyChE/2395/Tr dtd 20.07.2021	2year	19.07.2023

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
49	Babubhai Chinoy Marg	'A'	B	Sushikshit Berojgar	0	18		0	18	M/s Mahanirman Abhiyan Berojgar Seva Sahakari Sanstha Ltd	8534	101111	DyChE/6939/Tr dt 31.10.2022	2year	30.10.2024
50	Hutatma Chowk No. 3	'A'	A	Sushikshit Berojgar	25	56		0	81	M/s Manhgalmurti Enterprises	223535	425000	DyChE/6971/Tr. dt. 03.03.2021	2year	02.03.2023
51	M.G. Road Near Museum	'A'	A	Sushikshit Berojgar	8	19		0	27	M/s Berojgar Savitribai Phule Seva Sanstha ltd	99000	179000	Dyche/6928/Tr dt 01.11.2022	2year	31.10.2024
52	I.M.C.E. Road,Churchgate	A	B	Sushikshit Berojgar	8	17		0	25	M/s M.K.P BEROJGAR SEVA SAHAKARI SANSTHA LTD	20954	21500	Dy.Ch.Eng/7896/Tr dt 23.11.2022	2year	22.11.2024
53	Jahangir Art Gallery & V. B. Gandhi Marg	A	A	Sushikshit Berojgar	45	100		0	145	M/s Berojgar Laxmi seva sahakri society ltd	441422	609000	DyChE/2398/Tr. dt. 11.08.2021	2year	10.08.2023

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
54	Hutatma Chowk No. 2	A	A	Sushikshit Berojgar	41	91		0	132				close		
55	N.S.Road (East Side) Police Gyamkhana to Hindu Gymkhana	'C'	B	Unreserved	68	152		0	220	M/s. A. Y. K. GROUP			DyChE/251/Tr. dt. 23.04.2019	close	
56	N.S. Road Near Parsi Gymkhana	'C'	B	Sushikshit Berojgar	48	107		0	155	M/s. MATOSHREE BEROJGAR SEVA SAHAKARI SANSTHA	114008	121000	DyChE/6816/Tr. dt. 17.10.2018	close	
57	Everest Bldg. Near Tardeo Bus Depot.	'D'	A	Unreserved	11	24		0	35	M/s Sarthak Enterprises	70548	141234	DyChE/ 48 /Tr. Dt11.04.2022.	2year	10.04.2024
58	Air Condition Market, Tardeo	D	A	Mahila Bachat Gat	4	48		9	61	M/s. Shardamai Mahila Bachat gat	179805	180000	DyChE/9667/Tr. dt. 05.03.2020	2year	04.03.2022

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					TW	LMV	LCV	HMV	Total						
59	Mathew Street	D	A	Mahila Bachat Gat	32	72		0	104	Site run by Ward level for 6 months					
60	Bhulabhai Desai Road	D	A	Mahila Bachat Gat	39	87		0	126					closed	
61	Sophia College Lane	D	A	Mahila Bachat Gat	28	63		0	91	M/s. SWAMINI MAHILA BACHAT GAT	130201	139999	DyChE/6643/Tr. dt. 08.10.2018	2year	07.10.2020
62	Atmaram Rangnekar Marg	D	B	Mahila Bachat Gat	19	43		0	62	M/s K.K.,Carrier	69381	333000	Dy.Ch.Eng/4135/Tr dtd02.09.2021	2year	01.09.2023
63	Nepeansea Road	D	B	Mahila Bachat Gat	10	22		0	32					closed	
64	J.D. Bhatia Hospital	D	B	Sushikshit Berojgar	7	15		0	22					closed	

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					T W	LM V	LC V	HM V	Total						
65	B.D. Mazda Apartment	D	C	Sushikshit Berojgar	3	8		0	11	M/s Berojgar Tarun seva Sahakari sanstha Ltd	18777	79000	Dy.Ch.E/6224/tr/dt 22.09.2022	2year	21.09.20 24
66	N.S. Road Near Mafatlal Swimming Pool	D	A	Sushikshit Berojgar	10	21		0	31	M/s Berojgar Swati Seva Sahakar Sanstha Ltd	41363	143000	DyChE/6723/Tr dt 19.11.2019	2year	18.11.20 21
67	S. K. Rathod Marg	D	A	Sushikshit Berojgar	16	36		8	52	M/s Falgun Enterprises	73840	78271	as per quotation		
68	Near Matunga Rly. Station (Central Matunga)	F/N	A	Mahila Bachat Gat	14	31		0	15	M/s Sonchafa Mahila Bachat Gat	89414	451000	Dy/Ch.Eng/1718/Tr/dtd 02.06.2022	2year	01.06.20 24
69	Khodad Circle, Below Fly over Bridge	F/N	A	Mahila Bachat Gat	0	121		0	121					closed	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
70	Senapati Bapat Marg	G/S	B	Unreserved	9	20			29				closed		
71	Pandurang Budhkar Marg (South Side)	G/S	A	Sushikshit Berojgar	6	14		0	20	M/s. Berojgar Laxmi Seva Sahakari Society Ltd.	25209	55786	DyChE/8013/Tr. dt. 18.11.2017	closed	
72	Sudam Kalu Ahire	G/S	B	Sushikshit Berojgar	23	51		0	74					closed	
73	New Prabhadevi Raod,D. Bandekar chowk to Jn. A. M. Marg	G/S	B	Sushikshit Berojgar	10	22		0	32	M/s. A. Y. K. GROUP			DyChE/251/Tr. dt. 23.04.2019		22.04.2021
74	Ganpatrao Kadam Marg	G/S	B	Mahila Bachat Gat	66	17		0	83					closed	

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					TW	LMV	LCV	HMV	Total						
75	Pandurang Budhkar Marg (Norht Side carriage way)	G/S	B	Sushikshit Berojgar	33	74		0	107				close d		
76	Hind Cycle Road	G/S	B	Mahila Bachat Gat	12	27		0	39				close d		
77	Seth Motilal G. Sanghvi Marg	G/S	B	Mahila Bachat Gat	39	87		0	126	M/s Natasha Tours and Travels	378955	515999	Dy.Ch.E/8920/Tr dt 28.01.2020	2year	27.01.2022
78	Kashinath Dhuru Marg	G/S	B	Mahila Bachat Gat	32	72		0	104	M/s Swdhar Mahila Bachat Gat	50000	75000	Dy.Ch.E/4129/Tr dtd 14.09.2021	2year	13.09.2023
79	Famous Studio	G/S	B	Mahila Bachat Gat	10	22		0	32	M/s. Shivai Mahila Bachat Gat	30028	37435	DyChE/7282/Tr. dt. 08.11.2017	close d	

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					TW	LMV	LCV	HMV	Total						
80	Jairam Bajaji Temkar Marg	G/S	B	Unreserved	10	23		0	33	M/s. A. Y. K. GROUP			DyChE/251/Tr. dt. 23.04.2019	close d	
										M/s Wisdom Power	24048	33800	DychE/10042/tr dt.05.03.2020	close d	
81	B.G. Kher Marg (north Side carriage way)	G/S	B	Unreserved	24	53		0	77	M/s. A. Y. K. GROUP			DyChE/251/Tr. dt. 23.04.2019	close d	
82	Akshikar Path	G/N	A	Mahila Bachat Gat	39	5		0	44					close d	
83	Nanasaheb Dharmadhikari Marg	H/E	A	Unreserved	48	108		0	156	M/s Ashutosh Enterprises	100000	159999	DyChE/9787 /Tr dt02.03.2022	2year	01.03.2024
84	Swami Nityanand Marg	K/East	A	Mahila Bachat Gat	73	37		0	110					close d	

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Sr. No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
85	Datta Bhatt Marg	K/East	A	Mahila Bachat Gat	17	39		0	56	M/s Tathastu Mahila Bachat Gat	141769	222200	Dy.Ch.E/2935/Tr/dtd 05.08.2021	2year	04.08.2023
86	Vaikuntlal Mehta Marg	K/West	A	Mahila Bachat Gat	44	99		0	143						
87	Balraj Sahani Marg Near Hotel Holiday In	K/West	A	Mahila Bachat Gat	32	70		0	102	M/s Shraddha Mahila Bachat Gat	177625	236000	DyChE/ 9612 /Tr dt 02.03.2022	2year	01.03.2024
88	Rasraj Nallah Road between R.G. Gadkari Marg	K/West	A	Mahila Bachat Gat	46	104		0	150	M/s Prapti Mahila Bachat Gat	161000	147264	DyChE/9267/Tr. dt. 06.02.2020	2year	05.02.2022
89	Ghatkoper Mankhurd Linke Road Near Zakir Hussain Nagar	M/E	A	Unreserved	0	0		136	136					closed	

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					TW	LMV	LCV	HMV	Total						
90	Ghatkoper Mahul Road Near Shopper Stop	M/W	C	Unreserved	16	36		0	52	M/s. OM SAINATH ENTERPRISES	42831	52511	DyChE/6204/Tr. dt. 05.10.2018	closed	
91	21 <sup>st</sup> & 22 <sup>nd</sup> Road, Chembur	M/W	A	Unreserved	23	51		0	74	M/s. ASHOK ENTERPRISES	106073	121511	DyChE/6203/Tr. dt. 05.10.2018	2year	04.10.2020
92	60ft DP road near Parimal Building and 90ft DP Road near Shabnam building in Andheri (W)	K/w	c	Mahila Bachat Gat	0	55	0	0	55	M/s Shivai Mahila Bachat Gat	65271	75711	Dy.Ch.E/7426/Traffic/26.03.2021	2year	25.03.2023
										Tender in process					

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Sr . No	Location of On-Street parking	Ward	Category	Reservation	No of slots					Name of Contractor	Monthly License Fee as per tender	Quoted Monthly License Fees	Date of LOA	Time Period	End Date
					TW	LMV	LCV	HMV	Total						
93	Daliya Industrial Estate Road (From link road to Fun Republic road)Andheri (W) in K/W ward	k/w	A	Mahila Bachat Gat	190	40	0	0	230	M/s Bhavani Mahila Bachat Gat	165314	255001	Dy.Ch.En./6418/Traffic dtd 30.09.2022	2year	29.09.2024
94	SAB T.V. Lane,Junction of linking Road to Sabri Pure Veg Rest borth Side	k/w	B	Sushikshit Berojgar	26	0	0	0	26	Tender in process				2year	

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List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
1	<b>M/s. Sampati Trading Pvt. Ltd.</b>	1 <sup>st</sup> floor, Capt. Ananat Kanekar Marg, bandra (E), Mumbai 400 051	CTS No. 5442/B, Village Kole Kalyan, Kalina, C.S.T. Road, Santacruz(E) Cyrus Tower	H/E	A	0	80	0	0	0	80	DyChE/9656/Tr dt. 16.01.2018	5 years	15.01.2023
2	<b>M/s. Akhtar Enterprises</b>	Shop No. 11, Kohinoor Society, Andheri Ghatkoper Link Road, Opp. B.M.C. School, Mumbai 400 072.	CTS No. A/754,a/755, B/755 & A/757 of village Bandra At Jn. Of Hill Road, & Ice Factory Lane, Bandra (W) Beauru Pride Bldg. Near Elco Market	H/W	A	0	92	0	0	0	92	DyChE/9842/Tr dt. 15.01.2018	5 years	14.01.2023

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List of PPL Parking						Parking Capacity						LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
3	M/s. Akhtar Enterprises	Shop No. 11, Kohinoor Society, Andheri Ghatkoper Link Road, Opp. B.M.C. School, Mumbai 400 072.	C.S. No. 746/7 & 746/1 (pt) of village pahadi, Goregaon, Opp. S. V. Road, Goregaon (W)	P/S	A	0	116	0	0	0	116	DyChE/9846/Tr dt. 16.01.2018	5years	15.01.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
4	M/s. Trion Properties Pvt. Ltd.	Raheja Tower, 4 <sup>th</sup> Floor, Block G, Plot No. C-30, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.	C.S. No. 2/1629, Plot No. 249 & 249 A, of Worli Scheme No 52, Lower Parel Division, Artesia Bldg., Metal Box Company, Hind Cycle Road	G/S	B	0	794	9	0	0	803	DyChE/9589/Tr dt. 29.12.2017	5years	28.12.2022

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
5	<b>M/s. Soril Infra Resources Ltd.</b>	14 <sup>th</sup> Floor, India Bulls Finance Centre Tower, Senapati Bapat Marg, Mumbai 400 013.	CTS No. 841 of Lower Parel Division on plot known as Jupiter Mill situated at Senapati Bapat Marg, Lower Parel, Mumbai (India Bull Centre)	G/S	B	0	2370	0	0	0	2370	DyChE/10876/Tr dt. 31.01.2019	5years	30.01.2024
6	<b>M/s. S. S. Multiservices</b>	1204, 12 <sup>th</sup> floor, Landmark, Plot No. 26-A, Sector-7, Kharghar, Navi Mumbai-410210	C.S. No. 1A/664 of Malbar Hill Division, Altamount Road. (Washington House)	D-ward	A	0	204	0	0	0	204	DyChE/9346/Tr dt. 01.01.2018	5years	31.12.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
7	<b>M/s. Akhtar Enterprises</b>	Shop No. 11, Kohinoor Society, A. G. Link Road, Opp. B.M.C. School, Sakinaka, Mum-72	CTS No. 4A/4B of village saki at Chandivali farm road, (Near Bumrang Bldg.)	L-ward	A	0	161	0	13	0	174	DyChE/10292/Tr dt. 29.01.2018	5years	28.01.2023
8	<b>M/s. Akhtar Enterprises</b>	Shop No. 11, Kohinoor Society, A. G. Link Road, Opp. B.M.C. School, Sakinaka, Mum-72	CTS No. 182/A/1 of village Tunga of Saki Vihar Road	L-ward	A	0	185	0	0	0	185	DyChE/10681/Tr dt. 29.01.2018	5years	28.01.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
9	<b>M/s. S. S. Multiservices</b>	1204, 12 <sup>th</sup> floor, Landmark, Plot No. 26-A, Sector-7, Kharghar, Navi Mumbai-410210	CTS No. 681/A-7, 681/A-8, 681/A-9, of village Nahur, Bhandup (W)	S-Ward	C	0	1152	0	117	0	1269	DyChE/4550/Tr dt. 30.07.2018	5 years	29.07.2023
10	<b>M/s. Akhtar Enterprises</b>	Shop No. 11, Kohinoor Society, A. G. Link Road, Opp. B.M.C. School, Sakinaka, Mum-72	C. S. No. 63 (pt), & 64 of Lower Parel Division, Apollo Mill Compound, N. M. Joshi Marg, Lower Parel, Mumbai 400 011. (Lodha Execlus)	G/S	B	0	817	0	30	0	847	DyChE/4898/Tr dt. 04.08.2018	5 years	03.08.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
11	M/s. Mandeepa Enterprises	B-508, Jaswanti Allied Business Centre, Off Link Road , Opp. Andhra Bank, Next to Khwashish Hotel, Malad (W), Mumbai-64	Public Parking Lot(PPL) situated on Property bearing C.S. No. 1/296(pt) of Parel Sewree Division, Near M.G. M. Hospital	F/South	C	512	553	0	0	0	1065	DyChE/6000/Tr dt. 06.09.2018	5 years	05.09.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
12	M/s. Mandeepa Enterprises	B-508, Jaswanti Allied Business Centre, Off Link Road , Opp. Andhra Bank, Next to Khwashish Hotel, Malad (W), Mumbai-64	E-tender for operation, maintenance and management of public parking lot on plot(PPL) bearing CTS No. 5530-A, village kolekalyan, Kalina CST Road, Santacruz (E), Mumba	H/E	A	0	409	0	0	0	409	DyChE/6276/Tr dt. 19.09.2018	5 years	18.09.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
13	M/s. Hari Om Enterprises	603, Sandstone Building No. 5, Beverly Park, kanakia, Mira Road (East), Thane- 401 107.	E-tender for operation, maintenance and management of public parking lot (PPL) situated at plot bearing CTS No. 657-A, (pt) 1293, 1293/1 to 5, 1294/3 to 7 of village Kanjur, Kanjurmarg (E), in 'S' ward. (Lodha Supreme Category)	S-ward	B	0	402	0	0	0	402	DyChE/7340/Tr dt. 12.11.2018	5 years	11.11.2023

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
14	<b>M/S. Gamdevi Construction</b>	Shop No. 4/14, Surya Darshan CHS, Carter Road No. 3, Borivali (E), Mumbai – 400 066.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing CTS No. 884/1 to 10 , 885 of village Mulund at L.B.S. Marg, Mulund (W) in 'T' ward (Runwal Aunthrium)	T-ward	B	0	480	30	0	0	510	DyChE/11460/Tr dt. 15.02.2019	5 years	14.02.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
15	<b>M/S. Gamdevi Construction</b>	Shop No. 4/14, Surya Darshan CHS, Carter Road No. 3, Borivali (E), Mumbai – 400 066.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot 'A' bearing CTS No. 175/5 of village Pahadi Goregaon, near Vishweshwar Road, Goregaon (E)	P/S	A	0	298	0	8	0	306	DyChE/11567/Tr dt. 06.03.2019	5 years	05.03.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
16	<b>M/S. Prime Toll &amp; Metal Recoveries Pvt. Ltd.</b>	Shop No. 10, Kohinoor Society, A.G. Link Road, Opp. BMC School, Sakinaka, Mumbai -72	Operation, Maintenance and Management of public parking lot (PPL) situated at plot 'A' bearing C.S. No. 233 of Malbar Hill Division, Nepeansea Road, (Runwala Bldg. Opp. Ruia Bunglow)	D-ward	A	0	57	0	0	0	57	DyChE/1929/ Tr dt. 12.06.2019	5 years	11.06.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
17	M/s. Car Shine	A-101, Trimurti Apartment, Central Park, Nallasopara (E), Taluka-Vasai, Dist.-Palghar	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing CTS No. 1448/8A, & 1448/8D of village Eksar at Devidas Lane, Boriavali (W), Mumbai	R/North	A	0	168	26	0	0	194	DyChE/2883/ Tr dt. 15.07.2019	5 years	14.07.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
18	M/s. Om Sai siddhi	06, Nemji Compound, S. N. Dubey Road, Dahisar (E), Mumbai 400 008.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.S. No. 163 of parel Sewari Division situated at T. J. Road, Mumbai Celestia Building	F/South	A	0	166	75	36	0	277	DyChE/2881/ Tr dt. 16.07.2019	5 years	15.07.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
19	<b>M/s. Prime Parking Services</b>	79-B, Kamdhenu Shopping Centre Lokhandwala, Andheri (W), Mumbai-400 053.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.T.S. No. 833/15 of village Ambivali known as pratap C.H.S. ltd. J. P. Road, Near Varosa Metro Station at Andheri (W),	K/West	A	0	144	0	0	0	144	DyChE/2880/ Tr dt. 16.07.2019	5 years	15.07.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
20	M/S. City Logic	Shop No. 2, Chandresh CHS Ltd.Opp. Sai Datta Mandir, Sanyukta Nagar, Chandar Naka Raod, Nallasopara (E),Tal-Vasai, Dist- Palghar-401 209.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.T.S. No. 586/1, 586/5 to 586/8, of village Pahadi, and 257/G, 257/H, 257/B at Goregaon (E),	P/S	B	0	982	20	21	0	1023	DyChE/6223/ Tr dt. 01.11.2019	5 years	30.10.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
21	M/s. Ashutosh Enterprises	C/14, Dolphin Garden Building, Poonam Sagar Complex, Mira Road (E), Thane- 401 107.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.T.S. No. 50, 50/1 to 7, & 50/35 to 44 of village Vikhroli, L. B.S. Marg (opp. R.C.T. Mall) Wadhva(The address)	N	B	0	0	860	13	0	873	DyChE/6626/ Tr dt.15.11.2019	5 years	14.11.2024

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Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
22	M/s. Car Shine	A-101, Trimurti Apartment, Central Park, Nallasopara (E), Taluka-Vasai, Dist.-Palghar	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing CS No. 241, 242 & 243 of Tardeo Division at Belasis Road	D	A	0	124	0	0	0	124	DyChE/6623/ Tr dt..15.11.2019	5 years	14.11.2024

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
23	M/s. Jadhav Enterprises	82, Chandrabai Nagar, Juhu Tara Road, Santacruz (W), Mumbai 400 049.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.T.S. No.1348A, 1348B of village Mulund, Junction of Jawaharlal Nehru Road, Walji Laddha Road and Kasturba Road, Mulund (W)	T-ward	A	0	125	0	0	0	125	DyChE/6625/ Tr dt..15.11.2019	5 Years	14.11.2024

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
24	M/s. Ashutosh Enterprises	C/14, Dolphin Garden Building, Poonam Sagar Complex, Mira Road (E), Thane- 401 107.	Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing F.P. No. 612 & 613 of TPS IV Mahim, on property known as Elphinstone Mill, situated at Senapati Bapat Marg, Dadar (W)	G/S	B	0	890	388	12	27	1317	DyChE/6515/ Tr dt..14.112019	5 years	13.11.2024

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
25	M/s. Ashutosh Enterprises	C/14, Dolphin Garden Building, Poonam Sagar Complex, Mira Road (E), Thane- 401 107.	Invitation of e-tender Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing CTS No. 620{pt} of village Oshiwara, Oshiwara Link Road, Andheri (W)	K/West	A	0	450	65	0	0	515	DyChE/9269/ Tr dt.01.02.2020	5 years	31.01.2025

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
26	M/s. Ashutosh Enterprises	C/14, Dolphin Garden Building, Poonam Sagar Complex, Mira Road (E), Thane- 401 107.	Invitation of e-tender Operation, Maintenance and Management of public parking lot (PPL) situated at plot bearing C.S. No. 1903, 1904, 1905 & 1/1905 of Byculla Division of Dr. A. L. Nair Marg & Maulana Azad Road , Jacob circle	E	A	258	1316	5	18	0	1597	1) DyChE/10775/ Tr. dt.18.03.2020. <u>Revised LOA Issued</u> DyChE/347/ Tr. dt.17.08.2020.	5 years	16.08.2025

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
27	M/s. Ashutosh Enterprises	C/14, Dolphin Garden Building, Poonam Sagar Complex, Mira Road (E), Thane- 401 107.	Development of Multi Storyed Public Parking Lot on plot bearing F.P. No. 46 of TPS III, Mahim Division at N.C. Kelkar Road, Shivaji Park, Dadar (W), Kohinoor Mill	G/N	A	25	979	15 (Taxi)	17	12 (Buses)	1048	DyChE/2249/ Tr dt.30.09.2020	3 Years	29.09.2023

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
28	M/s. Prime Parking Services	79-B, Kamdhenu Shopping Centre Lokhandwala, Andheri (W), Mumbai-400 053.	C.S. No. 11/124(pt), 12/124 (pt) along with contiguous non slum plot bearing C.s. No. 12/124(pt), 13/124 and 14/124 of parel sewri Division at G.D. Ambekar Marg, Kalachowki	F/South	C		293		62		355	DyChE/1242/ Tr dt.17.05.2021	5 years	16.05.2026

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking					Parking Capacity							LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
29	M/s. Car Shine	A-101, Trimurti Apartment, Central Park, Nallasopara (E), Taluka-Vasai, Dist.-Palghar	CTS No. 345A/1 to 345 A/3, 345 A/5 to 6 of village Marol at Andheri (E), Mumbai 400 053	K/E	C		1282	210	25		1517	DyChE/2930/ Tr dt.27.07.2021	5 years	26.07.2026
30	M/S Hari Om Enterprises	603,Sandstone Building No.5,Beverly park,kanakia Mira road(E) Mumbai 401107	C.T.S. NO 338(PT) (New CTS No 338 A/1 to A/3)of village Bhandup S.Samuel Road,Bhandup (W) Mumbai-400 078	S-Ward	C		255		35		290	DyChE/10061/Tr.dtd 02.03.2022	5 years	01.03.2027

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking						Parking Capacity						LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
31	Mandeepa enterprises	B-508, Jaswanti Allied Business Centre, Off Link Road , Opp. Andhra Bank, Next to Khwashish Hotel, Malad (W), Mumbai-64	C.S.No.443,444,2/445,446 of Lower Parel Division,Shankararao Naram path and senapati Bapat Marg at Shreeniwas Cotton Mills in G/s Ward	G/S ward	B		3856					Dy.ChE/8698/Tr dtd 12.12.2022	5 years	11.12.2027

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

List of PPL Parking						Parking Capacity						LOA Issue No. & Date	period	End of the time Period
Sr.No	Contractor Name	Address	Site Name	Ward	Category	TW	LMV	LCV	HMV	MMV	Total			
32	<b>Mandeepa enterprises</b>	B-508, Jaswanti Allied Business Centre, Off Link Road , Opp. Andhra Bank, Next to Khwashish Hotel, Malad (W), Mumbai-64	C.S.No 464 of Lower Parel Division, Senapati Bapat Marg at Mumbai Textile Mills in G/s ward	G/S ward	B		4328		237			Dy.Ch.E/8404/Tr dtd 06.12.2022	5 years	05.12.2027

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Amenity Parking Lot**

Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
1	Plot bearing C.T.S. no. 1376/1/85. S.No.161 plot no.5 village Versova at Juhu, Versova link Road, Andheri (w) in K/West ward	K/W	-	38	-	-	38	
2	Plot bearing C.T.S. no.725 A, & 725 – A,B & D,727-B, 729 – A & C, 581/A-3 & 581/4 village Poisar,Thakur Complex, Kandivali (E) in R/South Ward.	R/S	-	66	-	-	66	
3	Plot bearing F.P. No. 38 of TPS III,kohinoor Complex at J.K. Sawant Marg,nearG/North ward, Dadar	G/N	-	114	-	-	114	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
4	Plot bearing F.P.No.103 & 104 of TPS IV Mahim,Star Mall at jn. Of Ganesh Peth Lane & N.C.Kelkar Marg near Shivaji Mandir ,Dadar in G/ N Ward.	G/N	-	42	-	-	42	
5	Plot bearing c.s.nO.1928 (pt) at peon Chawl ,abulting 1st cross Lane,N.M. Joshi Marg,E ward property Byculla,Div	E	-	42	-	-	42	
6	Plot bearing C.T.S. no.4457 B/2 , 4457 B/3,4457 B/4 2009 (pt),2010, 2011 ,4457 A (pt), 4458 (pt) of Kolkalyan, Aaram Society Road, Santacruz (E) H/E ward.	H/E	-	52	-	-	52	
7	Plot bearing C.T.S. no.120 to 126, O.P.No.37 ,FP no.82 of TPS -I High life mall, Firoz Shah Mehta Road ,Santacruz (W) in H/West ward.	H/W	-	95	-	-	95	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
8	Plot bearing C.T.S. no.138/9, 138/11 of village Marol, Off Military Road, Andheri (E) in K/East Ward	K/E	-	5	-	-	5	
9	Plot bearing C.T.S. no.15/A & 15/B of village Vyaranwali at MIDC Road, Andheri (E) in K/East ward	K/E	-	77	-	-	77	
10	Plot bearing C.T.S. no.965 of village Vileparle ,F.P No.2/4, TPS-I Vileparle at Mongibhai Road ,Vileparle (E) in K/E ward	K/E	-	47	-	-	47	
11	Plot bearing C.T.S. no.1/B of village Majas at Jogeshwari , Vikroli Link Road,Jogeshwari (E), in K/E ward	K/E	-	129	-	-	129	
12	Plot bearing C.T.S. no.48 (pt) of village Bapanalla & CTS No. 234 (pt) , 145(B) 2 (pt) of village Sahar Andheri (E), K/E	K/E	-	197	-	-	197	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
13	Plot bearing CTS No.639-642 at village Oshiwara of linking rd,Dalia Industrial Estate ,Andheri (W) in K/West ward	K/W	-	12	-	-	12	
14	Plot bearing C.T.S. no. 609 at village Oshiwara at link Road, Andheri (W) in K/West ward	K/W	-	9	-	-	9	
15	Plot bearing C.T.S. no.705,705/1 to 5, 706, 706/1 to 14, 707/1 to 3, 713, 714 & 709 at village Oshiwara at oberai spring off link road ,( Andheri ) , K/W ward.	K/W	-	60	-	-	60	
16	Plot bearing C.T.S. no. 128/A/69, 128/A/68 & 128/A/67 of village Kandivali Mahavir Nagar, kandivali (W) in R/C	R/C	-	47	-	-	47	

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Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
17	Plot bearing C.T.S. no. F.P.273 & 274 of TPS III Borivali,CTS 517(pt) & 518 at Shimpoli, Borivali (W) in R/C	R/C	-	14	-	-	14	
18	Plot bearing CTS no. 255-C,255-D, 260(pt) of village Dahisar at Dahisar (W)in R/N Ward	R/N	-	21	-	-	21	
19	Plot bearing CTS no. 921/10 & 921/12 of village Dahisar at Jayvant Sawant Road, Dahisar (W)in R/N Ward	R/N	-	74	-	-	74	
20	Plot bearing CTS no. 1298/6 at of village Dahisar at Anand Nagar, Dahisar (E)in R/N Ward	R/N	-	28	-	-	28	
21	Building No.2 on plot bearing C.T.S. no 632/ 1 to 4 at village Kurla & CTS No.227 at village Kirol at Vidyavihar (W) in L ward	L	-	93	-	-	93	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
22	Building No.2 on plot bearing C.T.S. no. 124 A at village Kurla-2 to 1246 of village Kurla-II situated at LBS marg Kurla (W) in L ward	L	-	178	-	-	178	
23	Plot bearing CTS no.237,237/1 to 3513 to 516 at village Kirool, & CTS No.634,635/4 to 6 of village Kurla II at Vidyavihar (W) Mumbai in L ward	N	-	96	-	-	96	
24	Plot bearing CTS No.5808 (pt) F.P.No.273 & 274 (pt),TPS III at village Kirool, Ghatkopar (E) in N ward	N	-	93	-	-	93	
25	Plot bearing CTS no.166/1 to 23 CS.No.146 B of village Ghatkopar situated at LBS Marg, Gkhatkopar in N ward	N	-	173	-	-	173	
26	Building No.2 on plot bearing C.T.S. no. 115 A at village Hariyali at Kanjurmarg B.S.D in S ward	S	-	53	-	-	53	

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Sr. No.	Location of Amenity	Ward	Parking Capacity					Total parking spaces
			TW	LMV	LCV	HMV		
27	Building No.2 on plot bearing C.T.S. no.372, 372/1 to 65 of village Kanjur at LBS marg , Bhandup (w) in S ward (Neptune Mall)	S	-	131	-	-	131	
28	Building No.6 (wing A, B & C) on property bearing CTS no.491 A/1/A,491 A/1/B ,491A/2/A,491/A/3 & 4,491/A/7 & 8, 491-B at village Nahur LBS Marg, Mulund (W) in T ward(Near Marathon Cosmos)	T	-	219	-	-	219	
29	Building No.2 on plot bearing C.T.S. no.519 A & 519 B at village, Mulund (E), L.T.Road,Opp Mulund station (E) in T ward(Dattatray Anex)	T	32	-	-	-	8	
<b>Total</b>			<b>32</b>	<b>2205</b>	<b>0</b>	<b>0</b>	<b>2109</b>	

7.4 Annexure 1.4: Format for Request for Clarification:

Name and Address of the Organization submitting query		Name and Position of Person submitting query	Contact Details of the Organization / Authorized Representative
			<b>Tel:</b> <b>Mobile:</b> <b>Fax:</b> <b>Email:</b>
Sr. No	RFP Reference(s) (Section, Page)	Content of RFP Requiring clarification	Points of clarification required

7.5 Annexure 1.5: Commercial Bid Format and Instructions

**FINANCIAL PROPOSAL – STANDARD FORMS**

**(To be submitted in Commercial bid only)**

From:

To:

**Subject: Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

We, the undersigned, offer to provide the services for Collection of Parking Fee and Regular operational Services for B.M.C parking facility at Mumbai in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal (Service Charges) is as below (including GST & all other applicable taxes).

**A. Parcel 1**

(Wards T, M/W, R/S, R/N, H/W, B, F/S, KW)

Sr. No.	Name of work	Contract Period	Monthly Service Charges claim quoted in terms of percentage of Total Parking Fee collected (Revenue Sharing Model) by the service provider.
1	<b>Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model</b>	10 Years from date of Go-Live	----- (Percentage in words) ----- (percentage in figures)

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**B. Parcel 2**

(Wards M/E, N, K/E, R/C, P/S, C, D, L)

Sr. No.	Name of work	Contract Period	Monthly Service Charges claim quoted in terms of percentage of Total Parking Fee collected (Revenue Sharing Model) by the service provider.
1	<b>Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model</b>	10 Years from date of Go-Live	----- (Percentage in words)  ----- (percentage in figures)

**C. Parcel 3**

(Wards S, H/E, P/N, A, F/N, E, G/N, G/S)

Sr. No.	Name of work	Contract Period	Monthly Service Charges claim quoted in terms of percentage of Total Parking Fee collected (Revenue Sharing Model) by the service provider.
1	<b>Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model</b>	10 Years from date of Go-Live	----- (Percentage in words)  ----- (percentage in figures)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Authorized signature:

Date:

Name and Title of signatory:

Name of the Service Provider:

Address:

Note:

a) All rates/Amount should be quoted in INR.

b) An amount of parking fees/ charges to be recovered from vehicle owners/ drivers shall be without any taxes such as GST and municipal taxes and charges, if any. However, the successful Concessionaire has to pay the GST on RCM (Reverse Charge Mechanism) basis and other charges and taxes, if any, to the B.M.C.

All parking fee collected to be online through App Wallet, UPI, Credit Card, Debit, FasTag or any other available digital mode of payment.

The online payment shall be directly linked with the B.M.C account (ESCROW account) in such a way that all online / app based payments shall be directly remitted to the said account.

## 8. Annexure II: Draft Contract Agreement

(On a Rs. 500/- Non-Judicial Stamp Paper)

This Contract Agreement, hereinafter referred to as "CA" is made this \_\_\_ day of \_\_\_\_\_ 2023 at [office address]

BETWEEN

Chief Engineer, Roads & Traffic Department, Brihanmumbai Municipal Corporation, Maharashtra State, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s \_\_\_\_\_, a company registered under The Companies Act, 1956 or Partnership Act, 1932 as applicable having its registered office at \_\_\_\_\_ and place of business at \_\_\_\_\_, hereinafter referred to as "Service Provider" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

And Whereas B.M.C intends to provide convenient and speedy services using Information and Communication Technologies (ICT) to its officials and has published the bid to seek services <include scope of project and bid name> till the end of the contract period.

And whereas M/s. ----- has submitted its bid to <include scope of project and bid name> for B.M.C.

And whereas B.M.C and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

## 8.1 Definitions, Interpretations and Other Terms

- a. **Bid** means the bid process conducted by B.M.C and the technical and commercial bids submitted by the successful Concessionaire, along with the subsequent clarifications and undertakings, if any.
- b. The **“Contract”** shall mean the tender and acceptance thereof and the formal Agreement if any, executed between the Concessionaire, Commissioner, and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another
- c. The **“Concessionaire”** shall mean a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.
- d. **“Arbitrator”** means the person or persons appointed by agreement between B.M.C and the Concessionaire to decide on or to settle any dispute or difference between the B.M.C and the Concessionaire referred to him or her by the parties pursuant to General Conditions of Contract amended up to date.
- e. **“Contract Cost”** means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.
- f. **“Excepted risks”** are risks due to riots (otherwise than among Concessionaire’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Concessionaire has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.
- g. The **“Corporation”** or the “Municipal Corporation” shall mean the Brihanmumbai Municipal Corporation, constituted under the M.M.C. Act 1888 as amended up to date.
- h. The **“Annexure”** referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the Municipal Corporation.

- i. The **“Works”** shall mean the Permanent Works and the Temporary Works or either of them as appropriate to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance.
- j. **“Temporary Works”** shall mean all Temporary Works of every kind required in or about execution, completion, or maintenance of the work also Temporary Works are works designed, constructed, installed, and removed by the Service Provider that are needed for construction or installation of the Works of the contract as found necessary as per suggestion of the B.M.C.
- k. **“Permanent Works”** means the permanent works to be executed and installation of machineries in accordance with the Contract at specified required site and location.
- l. **“Drawings”** means all the drawings, calculations, and technical information of a like nature provided by the B.M.C to the Service Provider under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Service Provider and approved by the B.M.C.
- m. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval and “approval” shall mean approval in writing including as aforesaid.
- n. **“Specification”** means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the B.M.C.
- o. **“Tender”** means the Concessionaire’s priced offer to the B.M.C for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.
- p. **“Commencement Date”** means the date upon which the Concessionaire receives the notice to commence, issued by the B.M.C
- q. **“Time for Completion”** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.
- r. **“Certificate of Taking-Over/ Take-over Certificate”** shall mean the certificate issued by B.M.C after completion of Works in all respects.
- s. **“Letter of Acceptance”** means the letter of formal acceptance, signed by B.M.C, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract

Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

- t. **“Cost”** means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.
- u. **“Confidential Information”** means all information including B.M.C Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- v. **“Customers”** mean all citizens and business organization and users who use the B.M.C services.
- w. **“Deliverables”** means all the activities related to the setting up and operations of the infrastructure, technical documents, Software Applications, customized Source Codes, as defined in the bid and subsequent Corrigendum (if any), based on which the technical bid and commercial bid was submitted by the Concessionaire and as required as per this CA.
- x. **“Effective Date”** means the date on which the Purchase Order or Letter of Intent is issued to Service Provider.
- y. **“CA”** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications, and standards of the bid (as may be amended, supplemented or modified in accordance with the provisions hereof) and the bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect.**
- z. **“Performance Scrutiny”** means the irrevocable and unconditional Bank Guarantee provided by the Service Provider from by any of the approved banks as specified in Annexure V of this RFP document in favor of “Brihanmumbai Municipal Corporation” for an amount equivalent to 10% of the total contract value i.e., Rs..... (Rupees ..... only)
- aa. **“Proprietary Information”** means processes, methodologies, and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this CA

- bb. **“Required Consents”** means the written consents, clearances, licenses rights and other authorizations as may be required to be obtained by the Service provider for all these tasks/activities/software/hardware and communication technology project, from all the concerned departments/agencies, etc. as the case may be.
- cc. **“Bid”** means the bid document released vide bid document number mentioned in Section 2.1, and include all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof.
- dd. **“Service Level(s)”** means the performance standards, which will apply, to the services delivered through the Software Application and hardware implemented by the Service Provider.
- ee. **“Service Level Requirement(s)”** means the timelines and the quality levels to be adhered to by the Service Provider for delivering various services under the contract
- ff. **“Services”** means the content and services delivered and to be delivered to the customers or the offices of B.M.C by the Service Provider and includes but not limited to the services specified in the bid document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- gg. **“Users”** means the departmental staffs or any other B.M.C officials having access to application including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.
- hh. **“Day”** means Calendar Day.
- ii. **“Month”** means Calendar month of the Gregorian calendar.
- jj. **“GCC”** means General Conditions of Contract.
- kk. **“Foreign Currency”** means currency of a country other than that in which the works are to be located, approved by Govt of INDIA/Reserve Bank of INDIA.
- ll. **“Writing”** means any handwritten, type-written, or printed communication including telex and facsimile transmission, electronic and digital media.
- mm. **“Country”** means the country in which the site is located.
- nn. **“Fair Items”** means additional or substituted items of work activity not included in the “Bill of Quantities and Rates” and even not existing in the “Unified Schedule of Rates” of B.M.C at the time of tender.
- oo. **“Variation”** means a change to the-
- Specification and /or Drawings (if any) which is instructed by the B.M.C.

- Scope in the Contract which is instructed by the B.M.C.
- Price in the Contract which is instructed by the B.M.C

pp. **“Occupancy”** is defined as the ratio of total number of vehicles parked in a one-hour time slot with respect to total parking capacity (ECS) of the land parcel. The occupancy of the land parcel shall be computed as below:

- During daytime (9:00 AM to 9:00 PM): One-hour time slots will be considered for all parking locations (on-street and off-street both) for computation of occupancy.
- During Night hours (9:00 PM to 9:00 AM): Occupancy to be considered only for off-street parking lots
- The average occupancy for the whole day shall be the average of hourly occupancy figures obtained above (i.e. average 24 figures for a day).
- Occupancy for a month shall be the average of daily occupancy figure and for the year shall be the average of monthly occupancy.

qq. **“Non-occupancy”** means any parking slot, street stretch or location which may either remain unutilized or become unavailable for use of parking due to number of reasons as listed below. These reasons will result in non-occupancy of affected parking slots and will impact the overall average occupancy ratio of the Land Parcel.

- i. Low demand of users
- ii. Closure by order of Municipal Commissioner (BMC) or Police department due to festivals, VIP movements, any cultural activity, etc.
- iii. Repair and maintenance of road and underground utilities
- iv. Road widening or construction works
- v. Any other unforeseen or emergency requirements

## 8.2 Interpretations

- a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it
- b. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- c. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless

otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated

- d. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA
- e. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA
- f. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference
- g. References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning, and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly
- h. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning
- i. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties
- j. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Selected Service Provider
- k. The B.M.C may nominate a technically competent agency/ individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself
- l. The agency/ individual nominated by B.M.C can engage professional organizations for conducting specific tests on the software, hardware, networking, security, and all other aspects
- m. The agency/ individual will establish appropriate processes for notifying the Selected Service Provider of any deviations from the norms, standards, or guidelines at the earliest instance after taking cognizance of the same to enable the Selected Service Provider to take corrective action

- n. Such an involvement of and guidance by the agency/ person will not, however, absolve the Selected Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.
- o. The following documents forming this Agreement are to be taken as mutually explanatory of one another:
- This Agreement
  - Purchase Order or Letter of Intent issued by B.M.C to the successful Concessionaire and
  - Clarification and Corrigendum Documents published by B.M.C after the bid for this work
  - Bid Document of B.M.C for this work
  - Detail Commercial bid of the Selected Service Provider accepted by B.M.C

### 8.3 Terms of the Contract Agreement

The term of this Contract Agreement shall be for a period of 11 (eleven) years from the date of issue of PO/Lol/LoA. This includes the time required for Implementation, Operations and Maintenance Support.

In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, B.M.C reserves the right to extend the term of the Agreement by a suitable period with mutual consensus to allow validity of contract from the date of operational acceptance.

### 8.4 B.M.C Decision

Except where otherwise specifically stated, the B.M.C representative will decide contractual matters between B.M.C and the Concessionaire in the role representing the B.M.C. However, if B.M.C representative is required under the rules and regulations and orders of the B.M.C to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Concessionaire.

Except as expressly stated in the Contract, B.M.C representative shall not have any authority to relieve the Contractor of any of his obligations under the contract.

## 8.5 Delegation

B.M.C representative, with the approval of the B.M.C Authority, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Concessionaire, and may cancel any delegation after notifying the Concessionaire

## 8.6 Communication

All certificates, notices, or instructions to be given to the Concessionaire by B.M.C shall be sent on the address / Email Address or contact details given by the Concessionaire. The address and contact details for communication with the B.M.C shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax), or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

## 8.7 Other Concessionaires

The Concessionaire shall cooperate and share the Concessionairete with other Concessionaire, public authorities, utilities, and the B.M.C between the dates given in the Schedule of Other Concessionaire, as referred to in the Contract Data. The Concessionaire shall also provide facilities and services for them as described in the Schedule. The B.M.C may modify the Schedule of Other Concessionaire and shall notify the Concessionaire of any such modification.

## 8.8 Personnel

The Service Provider's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. B.M.C shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently.

If B.M.C asks the Service Provider to remove a person who is a member of the Service Provider 's staff or work force, stating the reasons, the Service Provider shall ensure that the person leaves the site within seven days and has no further connection with the Works in the Contract.

### 8.9 B.M.C's & Service Providers Risk

The B.M.C carries the risks which this Contract states are B.M.C's risks, and the Service Provider carries the risks which this Contract states are Service Providers risks.

### 8.10 B.M.C's Risk

The B.M.C is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Service Provider's employees), pandemic and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive or (b) a cause due solely to the design of the Works, other than the Service Provider's design.

### 8.11 Service Providers Risk

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibility of the Service Provider.

### 8.12 Management Meetings

B.M.C may require the Service Provider to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

B.M.C shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by B.M.C either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

### 8.13 Tests

All expenditure required to be incurred in testing if any, shall be borne by the Service Provider himself.

#### 8.14 Variations

B.M.C shall, having regard to the Scope of Work and the sanctioned estimated cost, have power to order, in writing, -25% to 25% Variations within the Scope of Work B.M.C considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Program produced by the Service Provider. Oral orders of B.M.C for Variations, unless followed by written confirmation, shall not be considered.

#### 8.15 Payment for Variations

Not applicable.

#### 8.16 Operation & Maintenance Manual

#### 8.17 Not applicable. Compliance with Labor Regulations

During continuance of the Contract, the Service Provider and his sub-Contractors shall always abide by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority.

Furthermore, the Service Provider shall keep B.M.C indemnified in case any action is taken against the B.M.C by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If B.M.C is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/ Acts/ Rules/ Regulations including amendments, if any, on the part of the Service Provider, B.M.C shall have the right to deduct any money due to the Service Provider including his amount of performance guarantee. The B.M.C shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by B.M.C.

The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the Service Provider and the Sub-Contractor in no case shall be treated as the employees of the B.M.C at any point of time.

### 8.18 Clarification

Concessionaire requiring any clarification on the tender may notify “the B.M.C Authority” in writing or by fax or e-mail. They should send in their queries before the date specified in the Bid Data Sheet. “The B.M.C Authority” shall Endeavour to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The B.M.C Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The B.M.C Authority” shall Endeavour to respond to the questions raised or clarifications sought by the Concessionaires. However, the B.M.C Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the B.M.C Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The B.M.C Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Concessionaires. All clarifications and interpretations issued by the B.M.C Authority shall be deemed to be part of the tender. Verbal clarifications and information given by B.M.C Authority, or its employees or representatives shall not in any way or manner be binding on the B.M.C Authority.

### 8.19 Format and signing Application

The Concessionaire shall provide all the information sought under this TENDER. The B.M.C Authority will evaluate only those application that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Concessionaire will upload application in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded must be digitally signed by the Concessionaire. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

## 8.20 Marking Application

The Concessionaire shall submit the application in the format specified in the Bid Document, together with the documents, upload in folder as “Concessionaire” together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

## 8.21 Clarification of Financial Bids

To assist in the examination, evaluation, and comparison of Bids, B.M.C may, at it’s discretion, ask any Concessionaire for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Concessionaire shall contact B.M.C officials on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Concessionaire to influence the B.M.C officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Concessionaire’s bid.

## 8.22 Official Secrecy

The Service Provider shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The Service Provider shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Service Provider will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

## 8.23 Subsequent Legislation

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Service Provider, such additional or reduced cost shall, after due consultation with the Service Provider, be determined by the concerned authority of B.M.C and shall be added to or deducted from the Contract Price with prior approval of competent authority and B.M.C shall notify the Service Provider accordingly. B.M.C reserve the right to take decision in respect of addition/reduction of cost in contract.

## 8.24 Patent, Right & Royalties

The Service Provider shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Service Provider shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

## 8.25 Payment, Tax & Claims

### **The Limit for unforeseen Risks**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from B.M.C on any account unless the Service Provider shall have submitted a claim in writing to B.M.C within 1 month of the case of such claim occurring.

### **No interest for delayed payments due to disputes, etc.**

It is agreed that the Brihanmumbai Municipal Corporation or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Brihanmumbai Municipal Corporation or its representative or Officer on the one hand and the Service Provider on the other, or with respect to any delay on the part of the Brihanmumbai Municipal Corporation or representative or Officers in making periodical or final payments or in any other respect whatever

## 8.26 Receipts to be signed in firm's name by any one of the partners

Every receipt for money which may become payable or for any security which may become transferable to the Service Provider under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one

of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Service Provider and of the legal representatives of any deceased Service Provider interest.

### 8.27 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Service Provider to B.M.C Authority shall remain or become the property of B.M.C Authority. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. B.M.C Authority will not return any application, or any information provided along therewith.

### 8.28 Correspondence with Service Providers

Save and except as provided in this TENDER, B.M.C Authority shall not entertain any correspondence with any Service Provider in relation to the acceptance or rejection of any Application.

### 8.29 Taxes

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. It is clearly understood that B.M.C will not bear any additional liability towards payment of any Taxes & Duties. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any. Wherein the tenderer shall indicate in the tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the tender. Rates accepted by B.M.C shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc., except that payment/ recovery for overall market situation shall be made as per price variation.

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

### 8.30 Sub-contracting

Work Orders should be issued in the name of the Lead Concessionaire /Consortium Partner /OEM and be issued by the primary client thereby establishing direct client and implementation agency's relationship. No work order as per sub-contracting arrangement shall be acceptable.

### 8.31 Right to vary the scope of work

B.M.C reserves the right to modify the scope of work at any time during the bid process and contract period. B.M.C reserves the right to amend scope of work defined in this RFP in any manner, and/or hire another Concessionaire or any other CONCESSIONAIRE to carry out the scope as approved by B.M.C. B.M.C reserves the right to split the scope of work like Implementation Stage, Post Implementation Stage, Block wise, Initiative wise, etc. among more than single Concessionaire. If any such change causes an increase or decrease in the total value of contract, or the time required for the CONCESSIONAIRE's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Concessionaire. The decision of the B.M.C shall be final and binding upon CONCESSIONAIRE. CONCESSIONAIRE shall be responsible for end to end integration with other Smart Parking System, irrespective of part order awarded to other CONCESSIONAIRE, at no additional cost to B.M.C.

### 8.32 Failure to agree with the terms and conditions of the RFP

The performance of Concessionaire shall be continuously reviewed by the B.M.C to maintain the terms and conditions as specified in this RFP. Based on the review, if the CONCESSIONAIRE fails to satisfy/maintain their commitment with respect to Uptime, Performance, Timely implementation of

the project etc. the contract may be terminated by giving three months' notice period. B.M.C's decision in this regard shall be final and termination of agreement shall happen as per Master Service Agreement. In case of termination of this contract, B.M.C shall invoke action as per Master Service Agreement. Failure of the Successful Concessionaire to agree with the terms of Legal Agreement and Terms and Conditions of the Contract, shall constitute sufficient grounds for the annulment of the award, in which event B.M.C may award the contract to another CONCESSIONAIRE in line with the procedures and policies in place at the time of termination. In addition, B.M.C reserves the right to appropriate the Bid Security / Performance Bank guarantee given by the Concessionaire.

The CONCESSIONAIRE may approach the Commissioner, BrihanMumbai Municipal Corporation for appeal against any grievance.

### 8.33 Fraud and Corrupt Practices

1. The Concessionaire their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the B.M.C shall reject a Proposal without being liable in any manner whatsoever to the Concessionaire, if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the B.M.C shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Concessionaires Proposal.
2. Without prejudice to the rights of the B.M.C under Clause above and the rights and remedies which the B.M.C may have under the Letter of Work Order or the Agreement, if a Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Work Order or the execution of the Agreement, such Concessionaire or Master Systems Implementation shall not be eligible to participate in any tender or RFP issued by the B.M.C during a period of 2 (two) years from the date such Concessionaire or Master Systems Implementation, as the case may be, is found by the B.M.C to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the B.M.C who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of

Work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the B.M.C, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the B.M.C in relation to any matter concerning the Project;

- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person, participation or action in the Selection Process;
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by B.M.C with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 8.34 Conflict of Interest

A Lead Concessionaire, its consortium members, OEMs and ISPs shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Concessionaire found to have a Conflict of Interest shall be disqualified. In the event of disqualification, B.M.C shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the B.M.C for, *inter alia*, the time, cost and effort of the B.M.C including consideration of such Concessionaire's Proposal, without prejudice to any other right or remedy that may be available to the B.M.C hereunder or otherwise.

B.M.C requires that the CONCESSIONAIRE/Successful Concessionaire provides solutions which at all times hold B.M.C's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of B.M.C.

Without limiting the generality of the above, a Concessionaire shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Concessionaire, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Concessionaire, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or

indirect shareholding or ownership interest of a Concessionaire, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Concessionaire, Member or Associate, as the case may be) in the other Concessionaire, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

1. where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person;
  2. where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. constituent of such Concessionaire is also a constituent of another Concessionaire; or
  - iii. such Concessionaire or its Associate receives or has received any direct or indirect subsidy or grant from any other Concessionaire or its Associate; or
  - iv. such Concessionaire has the same legal representative for purposes of this Application as any other Concessionaire; or
  - v. such Concessionaire has a relationship with another Concessionaire, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Concessionaire; or
  - vi. there is a conflict among this and other Software solution and services assignments of the Concessionaire (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Concessionaire or having common controlling shareholders. The duties of the Service Provider/ Successful Concessionaire shall depend on the circumstances of each case. While providing software implementation and related solutions to the B.M.C for this particular assignment, the Systems Implementation CONCESSIONAIRE shall not take up any assignment that by its nature shall result in conflict with the present assignment; or
  - vii. A firm hired to provide Software solution and services for the implementation of a project, and its Members or Associates, shall be disqualified from subsequently providing goods or works or services related to the same project;

A Concessionaire eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to B.M.C in continuation of this systems implementation or to any subsequent systems implementation executed for the B.M.C in accordance with the rules of the B.M.C.

### 8.35 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him. If the documents are not submitted within the stipulated time, a penalty of Rs. 10,000/- per day shall be applicable to the contractor.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the Concessionaire for recovery of the amounts.

The amount of Performance Bank Guarantee (PBG) retained by the B.M.C shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Bank Guarantee (PBG) retained by B.M.C shall be adjusted to- wards the excess cost incurred by the Department on rectification work.

### 8.36 Contract may be rescinded, and Performance Bank Guarantee (PBG) forfeited for bribing officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempts so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of B.M.C/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Bank Guarantee (PBG) of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of B.M.C and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

### 8.37 Fees

The fees (i.e. revenue share) shall be paid by the concessionaire to B.M.C. as detailed in section 8.38 below.

### 8.38 Payment Terms

On completion of project implementation followed by declaration of Go-Live and deployment of manpower, the CONCESSIONAIRE shall be entitled to payment as indicated below.

1. The **CONCESSIONAIRE** shall be entitled to payment based on transactions and collection of Revenue (XXXX), payable once in a month.
2. Revenue received from parking will be kept within an Escrow account in any scheduled bank.
  - 2.1. The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the “Escrow Bank”).
  - 2.2. **Deposits into Escrow Account:** The Concessionaire shall deposit or cause to be deposited all the collections from parking charges.
  - 2.3. **Withdrawals during Concession Period:** The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month:
    - a) Concession Fee due and payable to the BMC.
    - b) All penalties certified by the Authority as due and payable to it by the Concessionaire.
3. The **CONCESSIONAIRE** shall be entitled to collect 100% of revenue as per Parking rates for parking lots for his respective parcel in Mumbai city area.
4. Parking rate will be defined and approved by B.M.C from time to time. These rates are inclusive of all taxes/duties, etc., as applicable.
5. The CONCESSIONAIRE would pay to B.M.C every month the Fee as quoted in the commercial bid throughout the period.
6. Gross Revenue meaning

**Gross Revenue** = {(Total Revenue from collection of user parking fees and other permitted activities as mentioned in chapter 15) – (GST as applicable)- (If any discount given to the user for payment through Wallets, Pre-paid card, except Cash Payment)}
7. BMC Monthly Fee = (Total Gross Revenue Collected in month \* Percentage payment to BMC Quoted by CONCESSIONAIRE)

e.g., If total gross revenue collected for the month is INR 1000 and Percentage payment to BMC Quoted by CONCESSIONAIRE is 10% then

$$\text{BMC monthly fee} = 1000 * 10\% = 100$$

CONCESSIONAIRE Monthly Fee = (Total Gross Revenue Collected in month - BMC Monthly Fee – Penalty if any)

e.g., If total gross revenue collected for the month is 1000 and Percentage payment to BMC Quoted by CONCESSIONAIRE is 10% and penalty for the month is 1% then

$$\text{CONCESSIONAIRE Monthly Fee} = 1000 - 1000 * 10\% - 1000 * 1\% = 1000 - 100 - 10 = 890$$

8. The revenue share component payable to B.M.C. shall be automatically transferred from ESCROW account to BMC account on 5th of every month. The share of CONCESSIONAIRE's revenue shall only be transferred after the CONCESSIONAIRE submits necessary detailed reports related to the Fee payable by the CONCESSIONAIRE, proof for submission of taxes, duties, as applicable.
9. B.M.C shall have the liberty to independently audit the revenue collection any time during the Contract period. If any irregularity is found, the same shall be treated as breach of this agreement. B.M.C shall have all rights to take necessary action against the CONCESSIONAIRE.

#### 10. Compensation for drop in actual annual average occupancy

It is observed (as per data from existing pay and park sites) that the average occupancy varies between 0.6 to 0.8 for daily parking rates. Now during the duration of contract, if the annual average occupancy falls below 0.50, the extension in the duration of contract period will be worked out as per the following formula. Compensation will be provided only for drop in average annual occupancy below 0.50. However, maximum days of extension in a year to be considered shall not be more than 70 days irrespective of the occupancy percentage below 0.50.

#### **Example:**

Upon completion of one year, if annual average occupancy is found to be below 0.50, then compensation for loss in revenue due to drop in occupancy will be computed as given in example below:

If Actual Occupancy (yearly average) = 0.45

Gross Revenue (for that year in which average annual occupancy is worked out) = Rs 100 Crore

Projected income if occupancy was 0.50 =  $(0.50/0.45) \times 100 = 111.11$  Cr

Per day revenue =  $111.11/365 = 0.3044$  Cr --- (A)

Notional loss in revenue =  $111.11 - 100 = 11.11$  Cr --- (B) (per year)

To recover the loss, number of additional days required (=B/A) =  $11.11/0.3044 = 36.5$  days

Hence, extension of 37 days shall be granted (to be rounded up to the next day)

11. Report as per below format shall be submitted by the concessionaire for computation of Yearly Occupancy

S.No.	Time Slot (1 hr duration)	Total Capacity (ECS)	Count of Vehicles parked					Converted to ECS	Occupancy Ratio*
			4W	2W	3W	LCV	HMV/HCV		
A	B	C	D	E	F	G	H	I	J (=I/C)
1									
2									
3									
...									

#	Activity	Timeline
---	----------	----------

...									
23									
24									

\*Average Occupancy for the day = Average of J

Occupancy for a month shall be the average of daily occupancy figure and occupancy for the year shall be the average of monthly average occupancy.

### 8.39 Timelines

a) The Concessionaire will cover all on street and off street locations as per Annexure in the RFP. The initial coverage area will include Phase 1 off-street locations of the city, assigned by B.M.C. The System may be expanded in subsequent phases.

b) The maximum time period for completion of the erection/installation of all Smart Parking System shall be 12 months (including rainy season).

c) The Concessionaire will be expected to meet the following timelines and submit the indicative list of deliverables.

**T0: 15 Days after date of Issuance of Letter of Allotment (LA) to concessionaire.**

**T1: 7 days after date of intimation of readiness of the site by BMC to concessionaire for Phase II**

**T2: 7 days after date of intimation of readiness of the site by BMC to concessionaire for Phase III**

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1.	Mobilization of Resources, As-Is study, and Detailed Project Execution Plan with Standard Operating Procedures (SOPs) for Operations and Maintenance of parking lots keeping the requirements defined in this RFP as priority	T0 + 02 Weeks
2.	Site Survey and Preparation of all drawings and actual BOM and SOPs for integration with Monitoring and Reviewing Centre	T0+ 06 Weeks
3.	Supply of all Network passive and electrical items of materials at site for ready location	T0 + 12 weeks
4.	Supply of all active component cameras, servers, switches, firewall etc. at sites for ready location.	T0 +18 Weeks
5.	Installation, commissioning and integration with software and testing of all hardware for phase 1 (off street location) for ready location	T0 + 24 Weeks
6.	Supply, Installation, commissioning and integration with software and testing of all hardware for phase 2 (on street location) for approx. 22852 ECS	T1 + 18 Weeks
7.	Supply, Installation, commissioning and integration with software and testing of all hardware for phase 3 (on street location) for approx. 72456 ECS	T2 +18 Weeks
8.	Operation & Maintenance of entire system	Go-Live date + 120 Months

All the reports should be along with the quarterly invoice.

No payment made by B.M.C herein shall be deemed to constitute acceptance by B.M.C of the system or any.

It is mandatory for the contractors to open a Bank Account in any of the banks approved by B.M.C (specified in Annexure V of the document) for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/CBS.

#### 8.40 Project Engagement Model

The project duration is bifurcated into following two stages-

- 1) Implementation Stage
- 2) Operations & Maintenance Stage

## 8.41 Service Level Agreement

Service Level Agreement (SLA) shall become the part of contract between Brihan Mumbai Municipal Corporation (BMC) and the Successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The successful Bidder must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

The successful bidder must supply software / automated tools to monitor all the SLAs mentioned below.

**Note:** Penalties shall not be levied on the successful Bidder in the following cases:

- There is a force majeure event effecting the SLA which is beyond the control of the successful Bidder
- The non-compliance to the SLA has been due to reasons beyond the control of the bidder.
- Theft cases by default would not be considered as "beyond the control of bidder".

### Definition

For the purposes of this service level agreement, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
- **“Incident”** refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the services related troubles during the first level escalation.

### Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance, and breach. All SLA calculations will be done on Monthly basis. The SLA also specifies the penalties for lower performance and breach conditions.

. The penalties will be deducted from the funds collected through the smart parking system.

Total penalty to be levied on the concessionaire shall be capped at 1 Cr. BMC would have right to invoke termination of the contract in the case:

- If during the entire contract period post implementation, overall penalty applicable is 1 Cr each for 12 Months.

#### Planned Downtime

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the successful Bidder should take at least 10 days prior approval from BMC in writing for the planned outage.

#### 8.41.1 Pre-Implementation SLA and associated Penalties

##### For Deliverables

Definition	Timely delivery of deliverables would comprise entire bill of material and as per successful PAT of the system.
Service Requirement Level	All the deliverables defined in the contract must be submitted On-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the project go-live timelines.
Penalty for non-achievement of SLA Requirement	Penalty for non-achievement of SLA Requirement -Any delay in the delivery of the project deliverables would attract a liquidated damage of INR <b>10 Lakh</b> per week for first 2 weeks and 20 Lakhs per week for subsequent 2 weeks and 50 Lakhs per week after 4 weeks <b>for a maximum of 5 Cr. If the penalty reaches 5 Cr,</b> BMC may invoke termination clause.

##### For Manpower & Project Status Report

Definition	Dedicated project manager to be present at any project site during entire project implementation period starting from T0 date till Go-Live date.
Measurement of Service Level Parameter	SI need to submit weekly attendance of the project manager to BMC. Also, the project manager needs to be present for status meeting at BMC in every 15 days with report and as on when required by BMC.
Penalty	If not present at project site beyond 5 working days in a month without intimation and prior approval of BMC, then Penalty of INR 20000/- per working day would be levied for all nonappearance days. For non-submission of project status report or wrong status report a penalty of INR 20000/- per day will be levied.

#### 8.41.2 Post Implementation SLA

#	SLA Parameter	Target
1.	Availability of Active/Networking device Camera, Server, Workstation, Switches and Online UPS etc.(24x7x365)	99.00%
2.	Availability of Edge Devices (IOT Sensor, Boom Barrier, Kiosk device, Handheld Unit, Ticket Dispenser, RFID, Anti Fall Radar etc.	99.00%
3.	Availability of Application (VMS, NMS/EMS etc.)	99.00%
4.	Availability of Power Supply & Online UPS	99.00%
5.	Bandwidth	99.00%
6.	Manpower Availability (24x7x365)	99.00%

#### 8.41.3 Penalty

The concessionaire shall be paid the percentage of revenue from the monthly collections as per the contract agreement after deducting applicable penalties, if any.

Parameter	Availability at each location	Penalty i.e., Deduction
<b>Availability of Active/Networking device Camera, Server, Workstation, Switches and Online UPS etc.(24x7x365)</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Availability of Edge Devices (IOT Sensor, Boom Barrier, Kiosk device, Handheld Unit, Ticket Dispenser, RFID, Anti Fall Radar etc.</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Availability of Application (VMS, NMS/EMS etc.)</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Power Supply &amp; Online UPS</b>	Above 99%	No Penalty

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	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Bandwidth</b>	Above 99%	No Penalty
	Between 99.00% to 98.01%	A deduction of 1000 Rs per hour will be made from the collection in the event of any item experiencing downtime.
	Less than 98%	A deduction of 2000 Rs per hour will be made from the collection in the event of any item experiencing downtime
<b>Manpower Availability (24x7x365)</b>	Per day	Rs. 1000/- per person per day of unsanctioned leave or non-reporting or non-deployment.
	For 15 Days	In any case manpower not available more than 15-days in a month, then treated as non-availability of manpower for same month. So, payment will not be made for that month.

- If the above stated clause gets invoked in any two consecutive quarters for 2% of the total Go-Live location, then BMC will have the right to invoke termination of the contract and forfeit PBGs.

#### 8.41.4 Security Breach SLA

Note: This SLA for Security Breach is applicable over and above the SLAs mentioned in the above table

Definition	Security of the video feeds and the overall system is quite important and successful bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are–
	Availability of Video feeds to any other user than those authorized by the BMC and must be available using unique passwords
	Or any other privacy rule is broken as per Govt. of India guidelines
Service Level Requirement	Security compliance of the system should be 100%
Measurement of Service Level Parameter	Any reported security breach shall be logged into the SLA Management solution as a security breach.

Penalty for non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 100,000/-.
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#### 8.41.5 Breach in supply of Technical Manpower

<b>Definition</b>	The bidder must obtain approval prior to deployment of the Project Manager. It is essential that the Project Manager is present in accordance with the RFP and performs at the expected level. Any breach of the current SLA will result in a specified penalty for non-availability of this manpower.
Service Requirement Level	Availability of the required man-power should be 99.9%
Measurement of Service Level Parameter	<p>Following instances would be considered as SLA non-compliances :</p> <ul style="list-style-type: none"> <li>• Replacement of a profile by the bidder (only one replacement per profile would be permitted per year).</li> <li>• Non-deployment of the profile for more than 1 month. B.M.C reserves the right to ask concessionaire to replace the profile if the performance / commitment is not up to the mark</li> </ul> <p>Note: Replacement due to reasons not in control of Concessionaire (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement .</p>

a) Penalties for vehicle parked outside parking lot but not towed away/clamped by the CONCESSIONAIRE will be Rs.xx /-per vehicle per day.

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

c) Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not Limited to the following):

I. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of B.M.C

II. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.

III. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with Standards for website/mobile app development, etc.

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

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

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

Theft cases by default/vandalism would not be considered as — beyond the control of CONCESSIONAIRE. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, insurance as required to maintain the desired required SLA.

#### 8.41.6 Complaint Resolution

The Concessionaire shall be responsible for maintaining the desired performance and availability of the network devices supplied under the scope of work of this RFP. The Concessionaire should ensure the prompt service support during Contract period. If complaint is made before 4 pm of the working day, the same should be attended on the same day.

<b>Site/Location</b>	<b>Penalty for delay in resolution of complaints beyond 24 hours</b>
All sites	Rs. 1000/- per complaint (for CCTV system and other equipment ) per day or part thereof
<b>Site/Location</b>	<b>Penalty for delay in resolution of complaints beyond 8 hours</b>
All sites	Rs. 1000/- per complaint (for CCTV system and other equipment ) per day or part thereof

#### Resolution Time:-

Defined as time taken to resolve a problem. The resolution time will be considered with respect to clock hours. If the successful Concessionaire fails to Attend the uptime and complaint resolution as specified above, the operational penalty will be imposed as specified above which will be recovered from quarterly payment or from PBG.

#### Exceptions:

Downtime planned for prescheduled changes/Maintenance activities and the same shall be intimated in advance to the Tendered for prior approval and downtime in such cases shall not be more than 12 hours in quarter. Force Majeure conditions as mentioned in the RFP.

#### Note:

In case, there is delay attributable to granting access to the equipment to be restored on the part of Concessionaire or on part of end user, such delays shall be reduced from the time taken for call completion after due consideration by the Concessionaire

#### 8.42 Use & Acquisition of Assets during the term

The Service Provider shall–

1. Take all reasonable and proper care of the entire hardware, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Implementation Agency exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
2. Term “Assets” also refers to all the Hardware, Network or any other information t technology infrastructure components , created or utilized by the Service Provider. Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
3. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets, and which are provided to the Service Provider will be followed by the Service Provider and any person who will be responsible for the use of the Asset
4. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Service Provider or as may be necessary to use the Assets in a safe manner
5. To the extent that the Assets are under the control of the Service Provider, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
6. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
7. Use the Assets exclusively for the purpose of providing the Services as defined in the contract
8. Service Provider shall not use B.M.C data to provide services for the benefit of any third party, as a service bureau or in any other manner

### 8.43 Indemnity

The Service Provider agrees to indemnify and hold harmless B.M.C, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Any misstatement or any breach of any representation or warranty made by the Service Provider  
or
- ii. The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub-contractors pursuant to this Agreement, or the SLAs
  - (I) infringes a copyright, trademark, trade design enforceable in India,
  - (II) infringes a patent issued in India, or
  - (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "SELECTION OF SERVICE PROVIDER FOR SETTING AND OPERATION OF MUMBAI PARKING IT INFRASTRUCTURE" by itself or through other persons other than Service Provider or its sub-contractors; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of B.M.C, or
- iii. Any compensation / claim or proceeding by any third party against B.M.C arising out of any act, deed or omission by the Service Provider or
- iv. Claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this

section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### 8.44 Third Party Claims

- a. Subject to Sub-clause (b) below, the Service Provider (the “Indemnifying Party”) indemnified from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation, or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise
  - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
  - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party
  - v. Service Provider hereby indemnify and hold indemnified B.M.C harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in

connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

- vi. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Service Provider will defend or settle third party claims against B.M.C solely attributable to the Service Provider's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Service Provider branded hardware/software/deliverables etc. (together "deliverables") supplied by the Service Provider. The Service Provider shall pay all costs, damages, and attorney's fees that a court finally awards.

B.M.C shall provide the Service Provider with prompt notice of such claim and extend full cooperation and assistance, information, and authority reasonably necessary to defend or settle such claim. The Service Provider will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the Service Provider shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

#### 8.45 Publicity

Any publicity by the Service Provider in which the name of B.M.C is to be used should be done with the explicit written permission of The Municipal Commissioner, IT, Brihanmumbai Municipal Corporation.

#### 8.46 Warranties

- a. The Service Provider warrants and represents to B.M.C that:
  - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement
  - ii. This Agreement is executed by a duly authorized representative of the Service Provider
  - iii. It shall discharge its obligations under this Agreement with due skill, care, and diligence to comply with the service level agreement.
- b. In the case of the SLAs, the Service Provider warrants and represents to B.M.C, that:
  - i. The Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services
  - ii. The SLAs shall be executed by a duly authorized representative of the Service Provider
  - iii. The Services will be provided and rendered by appropriately qualified, trained, and experienced personnel as mentioned in the bid
  - iv. Service Provider has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services
  - v. The Services will be supplied in conformance with all laws, enactments, orders, and regulations applicable from time to time
  - vi. Service Provider will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - vii. The Service Provider shall ensure defect free operation of the entire solution and shall replace any such components, equipment's, software, and hardware which are found defective and during the entire contract period the Service Provider shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Service Provider and as specified in the contract.

- viii. If the Service Provider uses during the provision of the Services, components, equipment's, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the Implementation of the project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, B.M.C will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Service Provider.

#### 8.47 Force Majeure

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Service Provider, not involving the Service

Provider's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Service Provider include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Service Provider to take benefit of this clause it is a condition precedent that the Service Provider must promptly notify B.M.C, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. B.M.C, or the consultant / committee appointed by B.M.C shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by B.M.C in writing, the Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, B.M.C and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of B.M.C shall be final and binding on the Service Provider.

## 8.48 Disputes

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first referred to the senior executives of each party for an amicable solution.

### 8.48.1 Mutual Settlement

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

#### 8.48.2 Settlement by Additional Municipal Commissioner (A.M.C., B.M.C)

If the Parties fail to resolve, such a dispute or difference by mutual consent, within 15 (fifteen) days of its arising, then the dispute in the first instance be referred to the Additional Municipal Commissioner (A.M.C, B.M.C), who shall provide its written decision within a period of 15 (fifteen) Days of the dispute being referred to it by either Party.

#### 8.48.3 Settlement by Commissioner, B.M.C

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

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

In the event that the Commissioner fails to provide its decision within 15 (fifteen) Days after being requested as aforesaid, or in the event that either B.M.C or the Concessionaire is dissatisfied with any such decision, as the case may be, either Party may, within 15 (fifteen) days after the date on which such decision is required to be provided in accordance with Section 4.31.2 above, or the date the decision is provided by the Executive Board, as the case may be, refer the matter in dispute to arbitration as hereinafter provided.

#### 8.49 Arbitration and Jurisdiction

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- i. In case of a contract price and/or contract value is less than Rs. 5,00,00,000 (Rs. Five Crore only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be within the limits of Brihan Mumbai. The language of the arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Central for International Arbitration (approved by Govt. of Maharashtra under G.R. no ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

- ii. In case of contract where contract price and/or contract value is Rs. 5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such c a contract, including any question regarding its existence, validity or termination ,shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration(approved by Govt. of Maharashtra under G.R. no. ARB/Case No. 1,/2017/D-19 dtd. 28.02.2017) as per Arbitration Rules of the Mumbai centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

#### 8.50 Risk Purchase Clause

In the event the Service Provider fails to execute the project as stipulated in the CA, or as per the directions given by B.M.C from time to time, B.M.C reserves the right to procure similar services/product from the next eligible Concessionaire or from alternate sources at the cost of the Service Provider. Before taking such a decision, B.M.C shall serve a notice period of one month to the Service Provider.

The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Service Provider to cure the breach. The provision for Risk Purchase shall be evoked in the event the Service Provider fails to correct the breach within the 'Cure Period'.

#### 8.51 Limitation of Liability towards B.M.C

The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to B.M.C for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to B.M.C on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person / persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.

Service Provider's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by B.M.C for:

- i. the particular hardware/software; or
- ii. services provided during the twelve (12) months immediately preceding the date of the claim

that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Service Provider is legally liable.

#### 8.52 Conflict of Interest

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

### 8.53 Data Ownership

All the data created as the part of the project shall be owned by B.M.C. The Service Provider shall take utmost care in maintaining security, confidentiality, and backup of this data. Access to the data / systems shall be given by the Service Provider only to the personnel working on the projects and their names and contact details shall be shared with B.M.C in advance. B.M.C / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Service Provider anything related to the “Project” and obligations of service provider as per the Contract.

The ownership of the application and the data shall rest with B.M.C.

### 8.54 Fraud & Corruption

B.M.C requires that SERVICE PROVIDER must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, B.M.C defines, for the purpose of this provision, the terms set forth as follows:

- a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of B.M.C in contract executions.
- b. “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to B.M.C, and includes collusive practice among Concessionaires (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive B.M.C of the benefits of free and open competition.
- c. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by B.M.C with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SERVICE PROVIDER has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices, it will be a sufficient ground for B.M.C for termination of the contract and initiate blacklisting of the vendor.

## 8.55 Exit Management

### **i. Exit Management Purpose**

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the anything related to the "Project" and obligations of Service Provider as per the Contract. The exit management period ends on the date agreed upon by B.M.C or three months after the beginning of the exit management period, whichever is earlier.

### **ii. Confidential Information, Security and Data**

Service Provider will promptly, on the commencement of the exit management period, supply to B.M.C or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Concessionaire in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable B.M.C and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to B.M.C or its nominated agencies, or its replacing vendor (as the case may be).

- d. The Service Provider shall retain all the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. Service Provider will sign a Non-Disclosure Agreement with B.M.C IT Department. The format for the same has been included in Annexure VII.

**iii. Rights of Access to Information**

At any time during the exit management period, the Service Provider will be obliged to provide an access of information to B.M.C and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of the application for B.M.C.

**iv. Exit Management Plan**

Successful Concessionaire shall provide B.M.C with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer
- b. Plans for the communication with such of the Successful Concessionaire, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations because of undertaking the transfer
- c. Plans for provision of contingent support to the implementation of hosted Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d. Exit Management Plan shall be presented by the Service Provider to and approved by B.M.C or its nominated agencies.
- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.

- f. During the exit management period, the Service Provider shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

## 8.56 Termination of Contract

### 8.56.1 By B.M.C

The B.M.C may, by not less than 60 (sixty) days written notice of termination to the CONCESSIONAIRE. Such notice to be given after the occurrence of any of the events specified in this Clause and terminate this Agreement if:

- a. The CONCESSIONAIRE fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 60 (sixty) days of receipt of such notice of suspension or within such further period as the B.M.C may have subsequently granted in writing;
- b. The initial 30 day period will be considered as 'Cure Period' for making good any discrepancies or resolving non-compliance.
- c. The CONCESSIONAIRE becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d. The CONCESSIONAIRE fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;
- e. The CONCESSIONAIRE submits to the B.M.C a statement which has a material effect on the rights, obligations or interests of the B.M.C which the Concessionaire knows to be false;
- f. Any document, information, data or statement submitted by the CONCESSIONAIRE in its Proposals, based on which the Concessionaire was considered eligible or successful, is found to be false, incorrect or misleading;
- g. As the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the B.M.C, in its sole discretion for any reason whatsoever, decides to terminate this Agreement
- h. In case of breach by the CONCESSIONAIRE of any terms conditions of the RFP or that of agreement, the B.M.C or his authorized representative shall have absolute right to terminate the contract with due notice to the CONCESSIONAIRE. The B.M.C reserves its right to forfeit security deposit even before termination of the contract on breach.

i. It is further agreed that the CONCESSIONAIRE shall not commit any breach of the terms and conditions of the agreement in the unlikely event of any other breach, the B.M.C shall give notice calling upon the CONCESSIONAIRE to rectify/remedy the breach, to satisfy the B.M.C about there being no breach and satisfy B.M.C within a period of 30 days from the date of notice otherwise B.M.C shall be entitled to terminate the agreement without giving any further notice. In that event, B.M.C shall be entitled to recover all its dues which can be adjusted from the dues of CONCESSIONAIRE, if any found due to reasons pertaining to the CONCESSIONAIRE.

j. It is further agreed that the CONCESSIONAIRE has to hand-over the Smart Parking System in good condition including Electricity Connection. Electric Fittings. In case of any damage/loss observed, expenditure occurred there upon to make it in good condition would be deducted from the Security Deposit.

B.M.C may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:

- If the Service Provider fails to deliver any or all the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, B.M.C shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if B.M.C is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, B.M.C may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to B.M.C. In such an event the Service Provider shall be liable for penalty imposed by B.M.C.

In the event of termination of this contract for any reason whatsoever, B.M.C is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to B.M.C and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

#### 8.56.2 By CONCESSIONAIRE

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

- a) The B.M.C is in material breach of its obligations pursuant to this Agreement has not remedied the same within 30 (Thirty) days (or such longer period as the Concessionaire may have subsequently granted in writing) following the receipt by the B.M.C of the Concessionaire's notice specifying such breach;
- b) As the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or
- c) The B.M.C fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof

#### 8.57 Termination for Convenience

- a. B.M.C, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for B.M.C's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- b. The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by B.M.C at the Contract terms and prices. For the remaining deliverables/ services, B.M.C may elect:
  - i. to have any portion completed and delivered at the Contract terms and prices; and/or
  - ii. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services.

#### 8.58 Miscellaneous

##### **a. Confidentiality**

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such

information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of B.M.C, the SERVICE PROVIDER (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the SERVICE PROVIDER and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the SERVICE PROVIDER (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The SERVICE PROVIDER recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the SERVICE PROVIDER. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of B.M.C requires the SERVICE PROVIDER, its Subcontractors, and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in B.M.C and its nominees receiving a right to seek injunctive relief and damages, from the SERVICE PROVIDER.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

**b. Standards of Performance**

The Service Provider shall provide the services and carry out their obligations under the Contract with due diligence, efficiency, and professionalism/ethics in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract. The SERVICE PROVIDER shall abide by all the applicable provisions/Acts/Rules/ Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The SERVICE PROVIDER shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time. Such standards and guidelines shall be shared with the SERVICE PROVIDER by B.M.C up on signing of the Contract.

**c. Subcontracts**

Unless specifically mentioned in the contract subletting will not be allowed. Subletting where otherwise provided by the contract shall not be more than 25% of the contract value. Sub-contracting may be permitted post approval from B.M.C. The Service Provider shall seek prior approval from B.M.C for sub-contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Contract. The Service Provider shall be solely responsible for the work carried out by subcontracting under the contract.

**d. Care to be taken while working at B.M.C Office**

Service Provider should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Service Provider should ensure that there is no damage caused to any private or public property. In case such damage is caused, Service Provider shall immediately bring it to the notice of concerned organization and B.M.C in writing and pay necessary charges towards fixing of the damage.

Service Provider shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

**e. Compliance with Labor regulations**

The Service Provider shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labor Act 1970. The salary of the manpower working on B.M.C project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Service Provider. Upon request, this record shall be produced to the appropriate authority in B.M.C and/or Judicial Body. If complaints are received by B.M.C (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Service Provider.

**f. Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

**g. Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

**h. Notices**

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below-

B.M.C:

Municipal Commissioner

Brihanmumbai Municipal Corporation, Engineering Hub Bldg., Dr. E. Moses Road, Worli Naka, Worli, Mumbai – 16

Tel: -----

Fax: -----

Service Provider:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

**i. Personnel/Employees**

- i. Personnel/employees assigned by SERVICE PROVIDER to perform the services shall be employees of SERVICE PROVIDER and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of B.M.C. SERVICE PROVIDER shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes

and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. B.M.C shall not be responsible for the above issues concerning to personnel of SERVICE PROVIDER.

- ii. SERVICE PROVIDER shall use its best efforts to ensure that sufficient SERVICE PROVIDER personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. B.M.C or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. If B.M.C requests that any SERVICE PROVIDER personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by B.M.C or its nominated agencies as per defined SLAs. The Service Provider shall depute quality team for the project and as per requirements B.M.C shall have the right to ask Service Provider to change the team.
- iii. Management (Regional Head / VP level officer) of Service Provider needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Service Provider SERVICE PROVIDER in the technical bid, which are considered for Technical Bid evaluation, shall be construed as 'Key Personnel' and the Service Provider shall not remove such personnel without the prior written consent of B.M.C. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with B.M.C. The penalty applicable for replacement of 'Key Personnel' within the first six months of the contract shall be Rs. 25,000 per change in resource. Maximum one replacement is permissible in the first six months.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of SERVICE PROVIDER freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. B.M.C shall have the right to review and approve Service Provider's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

**j. Variations and Further Assurance**

- i. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- ii. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement or the SLAs.

**k. Severability and Waiver**

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.
- ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

**l. Survivability**

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

### 8.59 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

### 8.60 Stamp Duty Payment

The stamp duty payable for the contract shall be borne by the Service Provider IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

signed, sealed, and delivered by -

-----  
-----

For and on behalf of Brihanmumbai Municipal Corporation

signed, sealed, and delivered by -

-----  
-----

For and on behalf of "Service Provider"

Witnesses:

(1) -----

-----  
-----

(2) -----

-----

-----  
Attachments to the Agreement:

- i. Scope of Services for the Service Provider
- ii. Detail Commercial bid of the Service Provider accepted by B.M.C
- iii. Corrigendum Document published by B.M.C subsequent to the bid for this work
- iv. Bid Document of B.M.C for this work
- v. Lol issued by B.M.C to the successful Concessionaire
- vi. The successful Concessionaire's "Technical Bid" and "Commercial Bid" submitted in response to the bid

## 9. Annexure 5: List of Approved Banks

The Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG) issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said EMD / PBG is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said EMD / PBG is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Service Provider furnishing the Banker's guarantee.

State Bank of India and its subsidiary Banks		
1. State Bank of India.	2. State Bank of Hyderabad.	3. State Bank of Hyderabad.
4. State Bank of Mysore.	5. State Bank of Patiala.	6. State Bank of Saurashtra.
7. State Bank of Travancore.		
Nationalized Banks		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.
11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
Other Public Sector Banks		
27. Industrial Development Bank of India		
Private Sector Banks		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.
37. Indusind Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

46. SBI Commercial International Bank	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
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49. Yes Bank Ltd.		
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#### Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee

50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.
59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakari Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		

#### State Co-op. Banks

75. The Maharashtra State Co-Op. Bank.		
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#### Foreign Banks

76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N.V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.
82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.
85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubishi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank psc.	99. Mizuho Corporate Bank Ltd.

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

100. Oman International Bank  
S.A.O.G.

101. Societe Generale.

102. Sonali Bank.

103. Standard Chartered Bank.

104. State Bank of Mauritius  
Ltd.

## 10. Annexure 6: Authorization letter for attending Pre-Bid Meeting/Bid Opening

(To be provided on the letter head of Concessionaire)

No..... Date.....

To

The.....

Brihanmumbai Municipal Corporation,  
Mumbai.

Sub: Bid No..... due date.....

sir,

We here by authorize Mr./Ms. ....as our authorized representative, to represent us on the following occasion:

Pre-bid Meeting to be held on.....at.....A.M./P.M.

Bid Opening on..... At..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

signature:

Name of signatory:

Designation:

Rubber Stamp:

## 11. Annexure 7: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”).

Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas each party desires to disclose to the other party certain information in oral or written form, which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

- b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information:

With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party, therefore.
- f) Not to discuss with any member of public, media, press, any, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

3. Onus.

Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. Exceptions.

These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
- b) After it has become generally available to the public without breach of this Agreement by Company; or
- c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
- d) Which Department agrees in writing is free of such restrictions.
- e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

5. Remedies.

Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. Need to Know.

Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. Intellectual Property Rights Protection.

No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. No Conflict.

The parties represent and warrant that the performance of their obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority.

The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Dispute Resolution.

If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, B.M.C.

- a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
- b) The place of arbitration shall be Mumbai.
- c) The arbitrator's award shall be substantiated in writing and binding on the parties.
- d) The proceedings of arbitration shall be conducted in English language.
- e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. Jurisdiction of Court

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

12. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13. Amendments.

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Severability.

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver.

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. Survival.

Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

**18. Non-Solicitation.**

During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

**19. Term.**

Subject to aforesaid section 17, this Agreement shall remain valid up to 11 years from the "effective date" or till the expiry of the Concessionaire Agreement, whichever is later.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

**For Department**

Name: -----

Title: -----

WITNESSES:

1. -----

2. -----

**For Company**

Name: -----

Title: -----

WITNESSES:

1. -----

2. -----

## 12. Annexure 8: Format 1: Bid Submission Covering Letter

<< To be printed on Lead Concessionaire Company's Letter Head and signed by Authorised signatory>>

No.

Date:

To:

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.

**Email:**

Dear sir,

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model - Bid Submission Covering Letter**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

We, the undersigned Concessionaires, having read and examined in detail all the bidding documents for **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**, do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and technical and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to B.M.C are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Thanking you,  
Yours faithfully

(signature of the Authorized signatory of the Concessionaire)  
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Concessionaire

Witness signature:

Witness signature:

Witness Name:

Witness Name:

Witness Address:

Witness Address:

## 12.1 Annexure 8.1 : Format 2: Concessionaire Information Format

<< To be printed on Lead Concessionaire Company's Letter Head and signed by Authorised signatory>>

### **TO WHOMSOEVER IT MAY CONCERN**

#### **Concessionaire Information Format**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Please find below the details of Lead Concessionaire and Consortium Member for participating in software-based solution for Mumbai Parking System under Mumbai Parking Authority (MPA), B.M.C Project

Particulars	Lead Concessionaire	Consortium Member 1
<b>Name of the Organization</b>		
<b>Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)</b>		
<b>Country of Registered Office</b>		
<b>Address of Registered Office</b>		
<b>Company Registration Details</b>		
<b>Date of Registration</b>		
<b>Details of ISO 9001:2008/ ISO 27001:2005/ CMMI Level 3 and above or ISO 20000:2011</b>		
<b>PAN/ Equivalent</b>		
<b>TIN/ Equivalent</b>		
<b>GST</b>		
<b>Address of Registered office in India</b>		
<b>No. of years of Operation in India</b>		
<b>Authorized signatory Name</b>		
<b>Authorized signatory Designation</b>		
<b>Authorized signatory Contact Details</b>		

Thanking you,  
Yours faithfully

(signature of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

## 12.2 Annexure 8.3 : Format 3: Letter of Authorization to signatories

<< To be printed on Lead Concessionaire Company's Letter Head and signed by Board of Directors >>

No.

Date:

To:

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.

Dear sir,

**Subject: Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model - Letter of Authorization to signatories**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

We, having read and examined in detail all the bidding documents for Concessionaire for software-based solution for Mumbai Parking System under Mumbai Parking Authority (MPA) Initiatives in B.M.C Mumbai, do hereby propose to provide our services as specified in the RFP.

In order to submit the bids, we authorize following officials to act on behalf of our company/ corporation/ firm/ organization and also on behalf of our other consortium members.

We confirm that these officials are empowered to sign this document as well as such other documents, which may be required in this connection. Enclosed is the **Power of Attorney** in the name of these officials, duly approved by the Board.

Sr. No.	Name	Designation	Organization	Contact Details	Signature

We understand that any kind of breach by these officials, in respect of this tender and any contract thereof, shall be considered as breach by the organization itself.

Thanking you,

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

(signature)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

*Note: The lead Concessionaire shall submit Power of Attorney as annexure to this letter.*

### 12.3 Annexure 8.4 : Format 4 : Pre-requisites Checklist

<< To be printed on Lead Concessionaire Company's Letter Head and signed by Authorized signatory >>

#### **TO WHOMSOEVER IT MAY CONCERN**

#### **Pre-requisites Checklist**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below duly filled Pre-requisite checklist for subject RFP

S No	Pre-requisite	Document Proof	Compliance (Yes/No)	Page No. of Proof
1	Tender Fees	Receipt		
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		
3	Concessionaire Particulars	As per Format 2 of this section		
4	Earnest Money Deposit	Receipt		

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

5	Company registered under Companies Act, 1956 or partnership firm registered under the Partnership Act or Company registered outside India as per relevant laws of that country	Certificate of Incorporation / Registration; and Memorandum and Articles of Association Or any other relevant documents as per law prevailing in the country of registration		
6	Letter of Authorization	Letter of authorization of Lead Concessionaire company as per Format 3 of this section		

Thanking you,

(signature)

Name:

Designation:

Seal:

Date:

Place:

Business Address

#### 12.4 Annexure 8.5 : Format 5 : Eligibility Criteria Checklist

<< To be printed on Lead Concessionaire Company's Letter Head and signed by Authorized signatory>>

#### TO WHOMSOEVER IT MAY CONCERN

#### Eligibility Criteria Checklist

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below duly filled Eligibility Criteria checklist for subject RFP

Thanking you,

(signature)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 12.5 Annexure 8.6 : Format 6 : Turnover details of Concessionaires and Consortium Members

<< To be printed on Lead Concessionaire Company's Letter Head, signed by Authorized signatory and Certified Auditor>>

#### TO WHOMSOEVER IT MAY CONCERN

#### Turnover details of Concessionaires and Consortium Members

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below details of turnover for last three years.

Sl No	Year	Lead Concessionaire	Consortium Member 1
1	2020-21		
2	2021-22		
3	2022-23		
Average Turnover [(1+2+3)/3]			

Thanking you,

(signature, Name and Designation of the Authorized signatory of the Concessionaire) (signature and Name of the Certified Auditor)

## 12.6 Annexure 7. : Format 7 : Net-worth details of Concessionaires and Consortium Members

<< To be printed on Lead Concessionaire Company's Letter Head, signed by Authorized signatory and Certified Auditor>>

### TO WHOMSOEVER IT MAY CONCERN

#### Net-worth details of Concessionaires and Consortium Members

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below details of net-worth for last three years.

Sl No	Year	Net Worth (in INR Cr.)	
		Lead Concessionaire	Consortium Member 1
1	2020-21		
2	2021-22		
3	2022-23		

Thanking you,

(signature, Name and Designation of the Authorized signatory of the Concessionaire) (signature and Name of the Certified Auditor)

## 12.7 Annexure 8.9 : Format 9 : Undertaking of "No Blacklisting"

<< To be printed on Each Consortium Member's Letter Head and signed by Authorized signatory>>

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

No.

Date:

To:

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.  
Email:

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model – Non-Blacklisting Undertaking.**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

We confirm that our Company < \_\_\_\_\_ > as on date of submission of the proposal for **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model** has not been blacklisted by the Central Government / any State Government/ any Government CONCESSIONAIRE/ any PSU entity in India, in last three (3) years.

sincerely,  
(signature of the Authorized signatory of the Concessionaire)  
Name:  
Designation:  
Seal:  
Date:  
Place:  
Business Address:

**12.8 Annexure : 8.10 : Format 10 : Undertaking of “No Conflict of interest”**

<< To be printed on Lead Concessionaire Company’s Letter Head and signed by Authorized signatory>>

No.

Date:

To:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.  
Email:

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model – Non-Conflict of Interest Undertaking.**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

We, the undersigned Concessionaires, do hereby confirm that we, our consortium partners, our OEMs, ISPs are not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to:

- a) Receive or have received any direct or indirect subsidy from any of them; or
- b) Have common controlling shareholders; or
- c) Have the same legal representative for purposes of this Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Concessionaire, or
- e) Influence the decisions of B.M.C regarding this bidding process; or
- f) Concessionaire participates in more than one bid in this bidding process. Participation in more than one Bid shall result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
- g) Concessionaire participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- h) Concessionaire gets associated as Consultant / Advisor / Third party independent evaluating CONCESSIONAIRE with any of the agencies taking part in the bid process.

sincerely,

(signature of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

<<Note: In case of Consortium, this format needs to be submitted by each member of Consortium on its own letter head and signed by respective authorized signatory>>

## 12.9 Annexure 8.11: Format 11: Joint Bidding Agreement

<< To be printed on a stamp paper and signed by Authorized signatories of the Lead Concessionaire and Consortium members>>

### MEMORANDUM OF UNDERSTANDING.

This Memorandum of Understanding is made in \_\_\_\_\_ on the \_\_\_<sup>th</sup> Day of \_\_\_\_\_, 2023.

#### BY AND BETWEEN

, \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as The Lead Concessionaire/ The Lead Consortium Partner)

And

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as 'Consortium Member1')

**[Name of The Lead Concessionaire]. [Name of Consortium Member1],** and (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors in interest and assignees) shall collectively be referred to as 'Members' and individually as "the Member".

#### WHEREAS:

a) Mumbai Parking Authority (MPA) under Parking Department of B.M.C Mumbai ('Client') has invited Tender no. \_\_\_\_\_ ('Tender' or 'RFP') dated \_\_\_\_\_ for the **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model** ("Project").

b) The Members wish to enter into this memorandum of understanding in order to establish a framework for their joint efforts in their participation of this Tender and the terms as per which the services shall be rendered by the Members in connection with the Project.

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

- The Members agree and acknowledge that they have understood the terms and requirements of the RFP and this MOU and agree to abide by the terms therein The 'Members' have agreed to work together as a Consortium of Consultants (hereinafter called the "Consortium") and submit a proposal jointly with each Member having specific role(s) as defined hereinafter.
- [Name of Member] shall be The Lead Concessionaire/ The Lead Consortium Member ('LCM') of the Consortium and shall represent the Consortium in its dealing with the Client.
- For the purpose of submission of bid proposal, the Consortium agrees to authorize the LCM to sign, submit and negotiate the entire technical and commercial offer on behalf of the Consortium based on the various cost proposals worked out by the Consortium. The other Member(s) shall provide all the required inputs and co-operation to the Lead Member for submitting the offer and providing all technical, financial and contractual clarifications to the Client in a timely manner. However LCM shall not submit any such application, proposals, documents, clarifications or other commitments before securing the written consent of the other Member(s) of the Consortium.
- The Members agree that the sole purpose of the Consortium shall be the overall performance of the consultancy services for the Project pursuant to the contract with the Client (in case of being successful Concessionaire) as agreed by the Consortium hereto on one part and Client on the other part ('Client Contract'). The scope of work to be performed by each Member shall be as provided in Section 5 of the RFP.
- LCM shall provide Tender Fees, Performance Bank Guaranties (including cost of any extensions of such Performance Guarantee) and insurance policies (as called for by the Client). The cost of obtaining such Tender Fees/ Performance Guaranties/ Insurance policies shall be shared by all the Members in proportion of their financial share of fee under the Client Contract.
- The Members shall be responsible for their own cost of men, material, equipment, services, taxes, duties, reimbursable etc. indicated in their proposals.
- All common expenses mutually agreed and worked out by Members shall be added to above individual Member's cost and shall be quoted to the Client in tender document formats along with suitable technical and financial terms and conditions (if any).
- The Members undertake to fully abide by all the technical, commercial and legal provisions of the Tender document or any other instruction provided by the Client with respect to the Project unless it is duly commented by the Members in the proposal to Client and agreed to by the Client. Each Member of the Consortium shall be responsible for performance on his part and for which the Member shall be separately and directly compensated as agreed between the Members.
- Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Master Service Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Master Service Agreement.

- The Members shall maintain a close coordination between themselves, discuss and agree in writing all alterations, modifications, additions, deletion to their scope of work ( as defined above) duly signed confirming their agreement. Members shall cooperate for providing all technical, financial and contractual clarifications to the Client in a timely manner to ensure the success of the Project.
- Each Member shall assign staff with suitable expertise and experience to undertake his own obligations, responsibilities and scope of services as per Client Contract with the Client.
- Each Member shall provide necessary support to the Consortium as the need be for due performance of responsibilities of the Consortium.
- The role assigned to each Member with respect to performance of work under the Client Contract with the Client, or any variation order thereto or extensions shall be mutually determined reflecting the skills of each Member's personnel.
- Each Member shall individually prepare the invoice for the services rendered in accordance with the terms of the MOU. All invoicing to Client shall be done by the LCM. The payment from Client shall be made by the LCM to each Member separately promptly upon receipt of the payment from the Client.
- This MOU shall not create any form of incorporated joint venture, partnership or other legal entity between the Members nor give rise to any CONCESSIONAIRE one for the other.
- Shareholding in the Consortium: The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:  
First Party:  
Second Party:
- **Assignment And Third Members**
  - **[Consortium Member1], [Consortium Member2]** shall co-operate throughout the entire period of this MOU on the basis of exclusivity and shall not make arrangement or enter into agreement either directly or indirectly with any other firm or group of firms on matters relating to the Project except with prior written consent of the other Members.
  - This MOU shall not be assigned by any Member, in whole or in part, without obtaining the prior written consent of the other Members.
- **Submission of Offer:** Each Member shall bear its own cost and expenses for preparation of their offer and subsequent business development expenses till award of the Project. Neither Member shall have power to commit on behalf of the other Member or the Consortium, financial or otherwise, without written consent of the other Member.
- **Payments and Tax Liability**

- Each Member shall be responsible for salaries, fees, social benefits, insurances, and any other payment due to his personnel or payable on behalf of or for the account of his personnel.
- Each Member shall be responsible for payment of personal income tax, corporate tax and any other taxes of whatever nature that may be levied and incurred on each Member in connection with, or as a result of the performance of services required under the RFP or this MOU.

- **Indemnity and Limitation of Liability**

- Notwithstanding anything contained in the MOU or the RFP or the Client Contract, it is mutually agreed between the Members that a Member shall be liable only for its respective (i) scope of work carried out in accordance with this MOU; (ii) terms and condition in the RFP and MOU. Hence, the Members shall have several and not joint liability against the Client.
- Each Member shall indemnify the other Member for any liability, damage, costs, injury, harm or losses which arises to or suffered by the other Member as a result of (i) any work performed/not performed by such a Member for the Client and the Project; (ii) breach or non-compliance by the Member with the terms of the RFP under which the work has been awarded to the Consortium (iii) breach or non-compliance with the terms of this MOU.
- Each Member's liability to the other in contract or tort or under statute or otherwise for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including without limitation, lost profits and opportunity costs) suffered by a Member (or by any such other Member) arising from or in connection with the MOU or Project, however the indirect or consequential economic loss or damage is caused, shall be excluded.

- **Documents and Confidentiality**

- Each Member retains copyright and all other intellectual property rights in the documents, drawings, data, concepts, information and other materials provided by such Member to the other Member in connection with this MOU (MOU Material) and the Project. The LCM shall have right to use the MOU material for the purpose of the MOU and procuring award of the Client Contract to the Consortium. Neither the LCM nor the other Member may use or make copies of MOU material for any other purpose other than the Project.
- Each Member agrees to maintain confidentiality of all matters/information received in connection with this MOU and/or the RFP/Project.
- This restriction for disclosure shall continue to apply even after the expiration or termination of this MOU, but shall cease to apply to information or knowledge, which (i) may properly come into the public domain through no fault of the Member so restricted or (ii) any Member may be forced to disclose under any applicable rule, regulation or law or pursuant to an order of a competent authority whom the disclosing Member is bound to comply or (iii) was or becomes known through independent means or from a third Member

which was under no obligation to the unrestricted Member to keep the said information confidential or (iv) which was developed independently by a Member without referring to or relying upon the information disclosed by the other Member.

- No Member shall make any public announcement about this MOU or the Project unless the other Member given written consent to that announcement.

- **Exclusivity**

- It is hereby agreed that [**Consortium Member1**] shall ensure that no subsidiary affiliate or associate over which it has actual control shall):-
  - i. While this MOU subsists or at any time after its termination, offer to perform or perform any of the services or give any assistance or support to any proposal made in connection with the Project, except as part of the Consortium; and
  - ii. While this MOU subsists, perform any services in connection with the Project, except as part of the Consortium.
  - iii. While this MOU subsists, shall not enter into any negotiations or arrangement with any other company or group of companies or person or association of persons for the said Project without the prior written consent of the other Members of the Consortium.
- This MOU shall not preclude any Member from contracting independently of the other on any other project that may be similar in nature to the said Project.
- The Members agree that once the bid has been submitted, it shall not withdraw or deviate, under any circumstances, from the Project or from the allocation of the work as agreed. In the event any Member breaches this obligation, it shall be liable to indemnify the Consortium for all expenses, costs, damages, loss or any liability whatsoever arisen or which may arise by reason of such breach.

- **Conflict of Interest**

The Members confirm that they are exclusively associated with the Consortium and have no conflicts of interest in relation to the Client (or if there is any, the conflicts have been managed by such Member), the services to be provided, the Project work and other Members of the Consortium.

- **Governing Law and Arbitration**

- The construction, validity and performance of this MOU shall be governed in all respects by the laws of India.
- Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably among the Members. If an amicable settlement cannot be reached as above, it shall be resolved by Steering Committee consisting of four members, one from each Member to be nominated by the Managing Directors (or equivalent) of the

respective companies/firms to resolve the matter within 60 days. In case, a settlement is still not reached the matter shall be referred to Arbitration by a sole arbitrator in accordance with the Indian Arbitration Conciliation (Amendment) Act, 2021 or any amendments thereof. The venue of the arbitration shall be Mumbai . The arbitrator shall be appointed mutually by the Members. The venue for the arbitration shall be Mumbai , India and shall be conducted in the English language. Award of the arbitrator shall be final and binding on all Members to the MOU.

- **Representations and Warranties**

Each Member represents, warrants and undertakes to the other Members that;

- a. It is a corporation duly incorporated entity, validly existing and in good standing in the jurisdiction of its incorporation.
- b. It has full corporate power and authority to enter into this MOU and to perform its obligations hereunder.
- c. The execution of this MOU has been duly authorized by all necessary and appropriate corporate actions, which shall constitute valid and legally enforceable and binding terms and conditions hereof.

- **Validity, Severability and Entire Understanding**

- This MOU shall come into force from the date of signing and is valid and binding until completion by the Members of their respective obligation under the RFP.

Notwithstanding the above, the MOU shall automatically expire upon completion of the Project or except as mutually agreed between the Members.

- If any term, clause or provision of this MOU for any reason whatsoever is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such invalidity, illegality or unenforceability shall be deemed severable from the remaining terms, clauses or provisions, and shall in no way affect or impair the validity or legality or enforceability of the remaining terms, clauses or provisions and shall deemed to have been deleted from this MOU.
- This MOU supersedes all the previous MOU/ Letter/Correspondence for the subject matter between the Members before signing of this MOU.

- **Amendments**

Any amendments to the MOU shall be in writing with mutual consent of the Members.

- **Force Majeure**

- Any delay in or failure by any Member in his performance hereunder shall be excused if and to the extent caused by occurrences beyond the Member's reasonable control and without fault or negligence by such Member and which condition was not foreseeable by such

Member at the time this MOU was entered into and could not have been prevented by such Member's taking reasonable steps however not beyond to the extent excused under the Client Contract.

- Such conditions shall be limited to the conditions qualifying as Force Majeure in the contract but shall exclude delays or failures caused by failure to provide staff or inadequacy of their performance in accordance with the contract or as otherwise mutually agreed.
- The Member claiming to be affected by any such events shall, as soon as reasonably practicable, give prompt notice to the other Members, specifying the full particulars thereof and the Members shall agree what action, if any, shall be taken.

• **Notices**

Notices shall be given in writing confirmed by registered mail or commercial courier to the following numbers and addresses.

Member	Other Member		
Shri. Sanjay Jadhav Executive Engineer – Traffic & Co-ordination Email id : ee01tcwstr.rt@mcgm.gov.in			

IN WITNESS WHEREOF THE MEMBERS, have executed this MOU the day, month and year first before written.

Name:  
 Designation:  
 Duly authorized on behalf of [Name of Entity]:  
 Date  
 Stamp

Name:  
 Designation:  
 Duly authorized on behalf of [Name of Entity]:  
 Date  
 Stamp

Name:  
 Designation:  
 Duly authorized on behalf of [Name of Entity]:

Date  
Stamp

Name:  
Designation:  
Duly authorized on behalf of [Name of Entity]:  
Date  
Stamp

**Notes:**

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

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

**12.10 Annexure 8.12 : Format 12 : Statement of Legal Capacity**

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

Date:

**To,**

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.

Email:

Respected sir,

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

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

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

1. Further, the authorized signatory is vested with requisite powers to furnish such letter authenticate the same.
2. Thanking you,
3. Yours faithfully,
4. (signature, name designation of the authorized signatory) For on behalf of.

\* Please strike out whichever is not applicable.

### 12.11 Annexure 8.13 : Format 13 : General Information

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

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

### 12.12 Annexure 8.14 : Format 14 : Format for Power of Attorney for signing

Application/Proposal

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

#### **POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name address of the registered office) do hereby constitute, appoint authorize Mr./Ms. \_\_\_\_\_ (name address of residence) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name on our behalf, all such acts, deeds and thing necessary in connection with or incidental to our Application/Proposal for the **Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**, including signing submission of all documents providing information/responses to B.M.C, representing us in all matters before Government of Maharashtra, generally dealing with B.M.C in all matters in connection with our proposal for the said Project.

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

Executant signature

I Accept, (Name, Title Address)

Attorney signature

(Name, Title Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Applicant.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law the charter documents of the executant (s) when it is so required the same should be submitted under common seal affixed in accordance with the required procedure.
3. Also, the executant(s) should submit for verification, the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

[12.13 Annexure 8.15 : Format 15 : Format for Anti-Collusion Certificate](#)

**(On the Letterhead of the Firm)**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

**Authorized signatory (With Seal of the Concessionaire)**

**Name:**

**Full Address:**

[12.14 Annexure 8.16 : Format 16 : Format for Project Undertaking](#)

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

Date:

To,

The Commissioner

BrihanMumbai Municipal Corporation (B.M.C)

Annex Building, Mahapalika Marg No 1,

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Opposite CST Railway Station,  
Fort, Mumbai – 400001.

**Subject: Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

Dear sir,

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

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

**Authorized signatory (With Seal of the Concessionaire)**

**Name:**

**Full Address:**

#### [12.15 Annexure 8.17 : Format 17 : Format for Affidavit](#)

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

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

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

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

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

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

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

**Authorized signatory (With Seal of the Concessionaire)**

**Name:**

**Full Address:**

**Date:**

Organization Structure

1. The applicant is: \_\_\_\_\_

- a. an individual
- b. a proprietor firm
- c. a firm partnership
- d. Limited Company or Corporation.

- 1. Attach the organization Chart showing the structure of the Organization, including the Names of the Directors Position of offers.
- 2. Average Annual Turnover

Year	Annual Turnover in Rs. As per Balance Sheet or CA certificate
2020-21	
2021-22	
2022-23	

**Average Annual turnover in the last three preceding financial years; 2020-21, 2021-22, 2022-23 is Rs (in words) \_\_\_\_\_**

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

## 12.16 Annexure F: Grievance Redressal Mechanism

BMC has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B', & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B', & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable/responsive.

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

BMC shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration or bid documents, as the case may be.

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs. 25,000/- and fee shall be paid in the form of D.D. in favour of M.C.G.M.

**1<sup>st</sup> Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days.**

**If not satisfied, 2<sup>nd</sup> Appeal by the bidder can be made to concerned A.M.C. for decision.**

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./Director of particular department for the first appeal/ grievances by the bidder against the decision for responsiveness/ non-responsiveness in Packet 'A', Packet 'B', or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

**This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by MCGM.**

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of needs of procurement

The decision of whether or not to enter into negotiations.

cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee. It will be communicated his decision theron to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of the tenderer with Official Seal and Address

Official Seal and address

### 13. Annexure-9: Technical Evaluation Formats

This section contains the formats to be submitted by Concessionaire as part of Technical Proposal. Mumbai Parking Authority, B.M.C, Mumbai shall refer to the information contained in these formats at the time of Technical Evaluation. These formats shall be on the letter head of the Concessionaire and shall be signed by authorized signatory. These formats are in addition to the mandatory documentary evidence to be submitted as per RFP requirements.

Following is the list of formats:

- Format 1 : Technical Proposal Covering Letter
- Format 2 : Technical Compliance Matrix
- Format 3 : Un-priced Bill of Material Format
- Format 4 : Technical Evaluation matrix Format to be filled by the Concessionaire
- Format 5 : Turnover from IT/ ITES projects
- Format 6 : Details of IT/ ITES projects executed
- Format 7 : Work Orders and Client Citation
- Format 9 : Details of all OEM
- Format 10 : Authorisation from OEM
- Format 11 : Concessionaire's undertaking for OEM
- Format 12: Undertaking – Technical Support Arrangement with OEM
- Format 13 : Performance Bank Guarantee
- Format 14 : Proposed suggestions to RFP
- Format 15 : SLA Measurement Strategy
- Format 15 : Change Control Notice
- Format 17 : Pre-Bid Queries
- Format 18 : Irrevocable Undertaking for GST as per Circular no. CA/F/Project/City/19/ Dt. 15.09.2017 in respect to Anti-Profiteering measurers

#### 13.1 Annexure 9.1: Format 1: Technical Proposal Covering Letter

<< To be printed on Concessionaire's Company's Letter Head and Signed by Authorized Signatory>>

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

No.

Date:

To:

The Commissioner

BrihanMumbai Municipal Corporation (B.M.C)

Annex Building, Mahapalika Marg No 1,

Opposite CST Railway Station,

Fort, Mumbai – 400001.

Email:

Dear Sir,

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model - Technical Proposal Covering Letter**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the aforementioned Project.

We attach hereto our response Technical Proposal as required by the RFP.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Mumbai Parking Authority (MPA), B.M.C Mumbai is true, accurate, verifiable and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Mumbai Parking Authority (MPA), B.M.C Mumbai in its evaluation and selection process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the evaluation and selection process, we are liable to be dismissed from the selection process or be terminated during the Contract, if selected to sign and execute the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document but for the suggestions provided by us along with our Proposal as per this RFP and also agree to abide by this Bid for a period of six months from the date of opening of Bids at Mumbai Parking Authority (MPA), B.M.C Mumbai.





### 13.2 Annexure 9.2: Format 2: Technical Compliance Matrix

<< To be printed on Concessionaire Company’s Letter Head and Signed by Authorized Signatory>>

**TO WHOMSOEVER IT MAY CONCERN**

**Technical Compliance Matrix**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

Please find below, duly filled Technical Compliance Matrix. The Concessionaire also has to submit the Technical Specification Compliance in addition to the below list.

Sl. No	RFP Clause No.	RFP Clause	Noted/ Complied/ Partially Complied/ Not Complied	Remarks
i.	5	Scope For Mumbai Parking Authority, B.M.C, Mumbai Project		
ii.	5.1	Overall Mumbai Parking Authority, B.M.C, Mumbai Key Objectives/Outcomes		
iii.	5.2	Key Stakeholder Roles and Responsibilities		
iv.	5.4.6	Manpower Requirement		
v.	5.4.2	Training and Capacity Building		
vi.	5.11	Change Requests		
vii.	5.4	Overall Mumbai Parking Authority, B.M.C, Mumbai Scope – Functional Requirements		
viii.	5.5	Overall Mumbai Parking Authority, B.M.C, Mumbai Scope – Technical Requirements		
ix.				
x.	5.4.5	Overview of Mumbai Parking Authority, B.M.C, Mumbai Logical Architecture		
xi.	5.10	Service Level Agreement		

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 13.3 Annexure 9.3: Format 3: Un-priced Bill of Material Format

<< To be printed on the Concessionaire's Letter Head and shall be signed by Authorized Signatory>>

#### **TO WHOMSOEVER IT MAY CONCERN**

#### **Un-priced Bill of Material**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

Bidder needs to submit the Bill of Material as a part of their technical bid.

#	Particulars	Quantity, Make and Model related details as applicable to be provided by the bidder.
1	Analytics Camera	
2	Smart Parking IOT Sensor	
3	IOT Gateway	
4	Multi Sensor Camera	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

5	PTZ Camera	
6	Galvanized Pole for camera	
7	Curved/Folding Boom Barrier (Articulation Barrier)	
8	RFID Reader	
9	Handheld POS	
10	Collection Kiosk POS	
11	Local Server	
12	Industrial Switch (L2+)	
13	24 Port PoE Switch	
14	L3 Core Switch	
15	SDWAN Firewall	
16	12U Wall mount Network Rack	
17	Junction Box	
18	User Fare Display Screen	
19	DMS Display	
20	Online UPS	
21	Power Cable - 3 core - 2.5 Sqm	
22	Redundant 50 Mbps ILL Connectivity to Local Hub (From 2 different ISP)	
23	Cat6 - Armored Cable	
24	CAT6 Patch Panel Fully Loaded	
25	Metal Conduit	
26	PVC Conduit	
27	Earthing	
28	Parking Mirror	
29	One time SITC including Civil Work, Mechanical Work	
30	Insurance Cost	
31	Manpower	

**13.4 Annexure 9.4: Format 4: Technical Evaluation matrix Format to be filled by the Concessionaire**

Details to be updated as per Technical Evaluation Criteria

**13.5 Annexure 9.5: Format 5: Turnover from IT/ ITES projects**

<< To be printed on Concessionaire Company's Letter Head, Signed by Authorized Signatory and Certified Auditor>>

**TO WHOMSOEVER IT MAY CONCERN**

**Turnover from IT/ ITES/ Smart Parking system projects**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below details of turnover from various 1) Management/ Operation of Parking ; or 2) Parking integration system ; or 3) Management / Operation of Automated toll management system projects executed by us in last three financial years.

<b>SI No</b>	<b>Year</b>	<b><u>Lead Member</u></b>
--------------	-------------	---------------------------

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

1	2020-21	
2	2021-22	
3	2022-23	
<b>Average Turnover <math>[(1+2+3)/3]</math></b>		

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

(Signature and Name of the Certified Auditor)

### 13.6 Annexure 9.6: Format 6: Details of IT/ ITES projects executed

<< To be printed on Concessionaire Company's Letter Head and Signed by Authorized Signatory>>

#### **TO WHOMSOEVER IT MAY CONCERN**

#### **Details of Large Scale implementation of IT or ICT System Integration projects with smart parking solution**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model)**

Please find below, details of ICT Projects executed by us:

SI No	Year	Concessionaire	Consortium Member-2
1	2018-19	1.. 2.. 3.. . . . N	
2	2019-20		
3	2020-21		
4	2021-22		
5	2022-23		

Please find attached with this letter, the following documents, each of the mentioned projects:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

1. Copy of Work Order / Agreement and Work Completion from client
2. In case of On-going project a certificate from the Statutory Auditor/ Chartered Accountant has to be provided mentioning that 80% of Capex work has been completed.

Thanking you,

(Signature)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 13.7 Annexure 9.7: Format 7: Work orders and Client Citations

<< To be printed on Concessionaire Company's Letter Head and Signed by Authorized Signatory>>

#### **TO WHOMSOEVER IT MAY CONCERN**

#### **Work orders and Client Citations**

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model)**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below duly filled Work Order Details and client citation

Work Order Details and Client Citations for IT or ICT System Integration project with smart parking solution		
S. No	Information Sought	Information
1	Client's name and Type (Central Government/ any State Government/ PSU/ Urban Local Bodies/ Autonomous Bodies in India or Globally)	
2	Assignment/Job name	
3	Name and Contact Details of the Client	
4	Description of Project	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

5	Scope of Services as provided by your firm under the contract	
6	Technologies Used	
7	Outcomes of the Project	
8	Current Status (Completed / Phase Completion)	
9	Duration of Assignment/Job (months )	
10	Approx. value of the contract (in Rupees)	
11	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
12	Start date (month/year)	
13	Completion date (month/year)	
14	Copy of Work Order or Client Certificate or Certificate from Company Secretary	
15	Copy of Completion Certificate (Reference)	
16	Any other Supporting Document (Reference)	

**Work Order Details and Client Citations for Projects with minimum 100 City Surveillance Cameras/ 100 Smart Parking Sensors**

S. No	Information Sought	Information
1	Client's name	
2	Assignment/Job name	
3	Name and Contact Details of the Client	
4	Description of Project	
5	Scope of Services as provided by your firm under the contract	
6	Technologies Used (ANPR cameras, RFIDs, ANPR Cameras)	
7	Outcomes of the Project	
8	Current Status (Completed / Phase Completion)	
9	Duration of Assignment/Job (months )	
10	Approx. value of the contract (in Rupees)	
11	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
12	Start date (month/year)	
13	Completion date (month/year)	
14	Copy of Work Order or Client Certificate or Certificate from Company Secretary	
15	Copy of Completion Certificate	
16	Any other Supporting Document	

**Work Order Details and Client Citations for Ongoing projects of smart parking Management in India**

S. No	Information Sought	Information
1	Client's name	
2	Assignment/Job name	
3	Name and Contact Details of the Client	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Work Order Details and Client Citations for Ongoing projects of smart parking Management in India**

S. No	Information Sought	Information
4	Description of Project	
5	Scope of Services as provided by your firm under the contract (ATCS, Controllers, Parking Enforcement through RLVD, ANPR and SVD cameras, Provisioning of vehicles etc.)	
6	Technologies Used (ANPR cameras, RFIDs etc.)	
7	Outcomes of the Project	
8	Current Status (Completed / Phase Completion)	
9	Duration of Assignment/Job (months )	
10	Approx. value of the contract (in Rupees)	
11	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
12	Start date (month/year)	
13	Completion date (month/year)	
14	Copy of Work Order or Client Certificate or Certificate from Company Secretary	
15	Copy of Completion Certificate	
16	Any other Supporting Document	

Thanking you,  
 (Signature, Name and Designation of the Authorized signatory of the Concessionaire)  
 Name:  
 Designation:  
 Seal:  
 Date:  
 Place:  
 Business Address:

**13.8 Annexure 9.8: Format 8: Revenue Earned from Similar Projects**

<< To be printed on Concessionaire Company's Letter Head, Signed by Authorized Signatory and Certified Auditor>>

**TO WHOMSOEVER IT MAY CONCERN**

**Revenue earned from Similar Projects**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Subject: Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**

Ref: RFP No.: \_\_\_\_\_ Dated \_\_\_\_\_

Please find below details of turnover from Camera Based and IOT Sensor based Smart Parking project for any government / PSU / Smart City /Safe City/ City Surveillance in India

SI No	<u>Lead Member/Consortium Member 2</u>
1	Project-1
2	Project-2
3	Project-3
4	....

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

(Signature and Name of the Certified Auditor)

### 13.9 Annexure 9.9: Format 9: Details of all OEM

<< To be printed on Concessionaire's Letter Head and Signed by Authorized Signatory of the Concessionaire >>

No.

Date:

To,  
The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.

Dear Sir,

**Subject: Authorization Letter to M/s ..... for the participation in the RFP for "Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

***Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model”***

Ref: RFP No.: \_\_\_\_\_ Dated \_\_\_\_\_

Please find below the list of all the Key Solution Partners of <<< Concessionaire’s Name>>> for the Mumbai Parking Authority (MPA), B.M.C Mumbai Smart Parking System Mumbai Project

Sr. No.	Solution Partner	List of Services and Solutions by each partner
✓	<< Concessionaire>>	1. 2. 3.
<b>OEMs</b>		
➤		1. 2. 3.
➤		1. 2. 3.
➤		
➤		
➤		
➤		

Thanking you,

**Details of Concessionaire**

Signature: << Authorized Signatory>> Name:

Designation:

Seal:

Date:

Place:

Business Address:

**13.10 Annexure 9.10: Format 10: Authorization from OEM**

<< To be printed on OEM’s Letter Head and Signed by Authorized Signatory of the OEM>>

No.

Date:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

To,  
The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.

Dear Sir,

**Subject: Authorization Letter to M/s ..... for the participation in the RFP for “Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model”**

We who are established and reputed manufacturers / producers of hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

1. Such Products as Mumbai Parking Authority (MPA), B.M.C Mumbai may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the contract; and
2. In the event of termination of production of such Products:
  - Advance notification to Mumbai Parking Authority (MPA), B.M.C Mumbai of the pending termination, in sufficient time to permit Mumbai Parking Authority (MPA), B.M.C Mumbai to procure needed requirements; and
  - Following such termination, furnishing at no cost to Mumbai Parking Authority (MPA), B.M.C Mumbai, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.
3. We also confirm that our offered product will not be end of life from the date of bidding and the support for such offered product/s will be available for minimum 10 years from the date of bidding. Additionally, we have thoroughly gone through the RFP and we will fulfill all the necessary OEM Criteria and are complied with various undertakings.
4. We also confirm that we will support the bidder (Name of the bidder) in successful implementation of the Smart Parking components being offered by us as part of this RFP.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,  
For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Signature :

Name :

Designation:

Address :

Date :

Company Seal

Note: This letter of authority shall be on the letterhead of the manufacturer and shall be signed by a person competent and having the power of attorney to bind the manufacturer. The Concessionaire in its Technical Bid shall include it.

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

### 13.11 Annexure 9.11: Format 11: Concessionaire's undertaking for OEM

<<To be printed on Concessionaire's Company's Letter Head and Signed by Authorized Signatory>>

No.

Date:

To:

The Commissioner

BrihanMumbai Municipal Corporation (B.M.C)

Annex Building, Mahapalika Marg No 1,

Opposite CST Railway Station,

Fort, Mumbai – 400001.

Email:

Dear Sir,

**Subject: Authorization Letter to M/s ..... for the participation in the RFP for "Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model"**

As a Concessionaire, we << Concessionaire Name>> hereby extend our full guarantee and warranty for the Solutions, Products, and services offered by us in this Bid Evaluation. We also undertake to provide any or all of the materials, items, software and related hardware and information, either directly or by facilitating the same to get from our OEMs pertaining to Products considered in the bid:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

We also undertake to provide any or all of the materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

1. Such Products as Mumbai Parking Authority (MPA), B.M.C Mumbai may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
2. In the event of termination of production of such Products:
  - a. Advance notification to Mumbai Parking Authority (MPA), B.M.C Mumbai of the pending termination, in sufficient time to permit Mumbai Parking Authority (MPA), B.M.C Mumbai to procure needed requirements; and
  - b. Following such termination, furnishing at no cost to Mumbai Parking Authority (MPA), B.M.C Mumbai, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We confirm that we are duly authorized by our OEMs to act on their behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature :

Name :

Designation:

Address :

Date :

Company Seal

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

### 13.12 Annexure 9.12: Format 12: Undertaking - Technical Support Arrangement with OEM

<< To be printed on Concessionaire Company's Letter Head and Signed by Authorized Signatory>>

To,

The Commissioner

BrihanMumbai Municipal Corporation (B.M.C)

Annex Building, Mahapalika Marg No 1,

Opposite CST Railway Station,

Fort, Mumbai – 400001.

Dear Sir,

**Subject: Authorization Letter to M/s ..... for the participation in the RFP for “Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model”**

We, the undersigned, having read and examined the requirements of the project, have licensed all our products /COTS that shall complement the solution in the best possible way and that all the business and functional requirements shall be fulfilled either by the products/COTS or through customizations.

We have/shall enter(ed) into requisite arrangements with the OEMs for the following:

1. Professional Services and Technical Support: We confirm that we have chosen the products from OEMs who have professional support services in India (or through their authorized channel partners). These professionals shall be made available as and when required for supporting all technical aspects of project implementation, solution maintenance and support during entire period of Project including extended period if any as stated in RFP. This does not include web support or remote support.
2. Vetting of solution: We confirm that OEM’s support shall be taken for vetting of the technical solution as proposed and implemented.
3. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which shall be required in this connection.

**Summary of Arrangement with OEMs for implementation and operations support**

S. No.	OEM Name and Registered Office	Product	Arrangement for Technical Support

(Signature of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

**13.13 Annexure 9.13: Format 13: Performance Bank Guarantee**

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

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

No.

Date:

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

To:

The Commissioner  
BrihanMumbai Municipal Corporation (B.M.C)  
Annex Building, Mahapalika Marg No 1,  
Opposite CST Railway Station,  
Fort, Mumbai – 400001.  
Email:

Against Contract covering “**Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model**” (hereinafter called the said 'Contract') entered into between the Mumbai Parking Authority (MPA), B.M.C Mumbai - (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Concessionaire) this is to certify that at the request of the Concessionaire we \_\_\_\_\_ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Concessionaire of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Concessionaire and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Concessionaire i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within twelve months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Work Order and shall continue till three hundred and sixty five (365) days after the completion of all contractual liabilities (Till Go-live+ Stabilization Period+ Ten years) including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Concessionaire shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Concessionaire with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason for imposing sanction for violation for the Pact.

We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Concessionaire from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Concessionaire and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Concessionaire or for any forbearance by the Purchaser to the said Concessionaire or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Concessionaire.

Date \_\_\_\_\_  
Place \_\_\_\_\_ Signature \_\_\_\_\_  
Witness \_\_\_\_\_ Printed name \_\_\_\_\_  
(Bank's common seal)

### 13.14 Annexure 9.14: Format 14: Proposed Suggestions to RFP

<< To be printed on Concessionaire Company's Letter Head and Signed by Authorized Signatory>>

#### **TO WHOMSOEVER IT MAY CONCERN**

#### **Proposed Suggestions to RFP**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Subject: “Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model)”**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below, suggestions proposed by us, with respect to RFP requirements.

Sr. No.	Suggestions	Impacted Deliverable(s)	Impacted Timeline(s)
1	<<<Description>>>	<<<Name of the deliverable affected>>>	<<<Effect on Timelines>>>
2	<<<Description>>>	<<<Name of the deliverable affected>>>	<<<Effect on Timelines>>>

*NOTE: The suggestions, if any, shall be submitted along with Pre-Bid Queries. Any suggestions, after Pre-Bid conference, shall not be considered.*

Request you to consider these suggestions for incorporating in the RFP.

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 13.15 Annexure 9.15: Format 15: SLA Measurement Strategy

<< To be printed on Concessionaire Company’s Letter Head and Signed by Authorized Signatory>>

**TO WHOMSOEVER IT MAY CONCERN**

**SLA Measurement Strategy**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

**Subject: “Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model)”**

**Ref: RFP No.:** \_\_\_\_\_ **Dated** \_\_\_\_\_

Please find below, details of solution proposed by us, with respect to RFP requirements.

Sr. No.	Performance Area	KPI	Brief Description of Solution Proposed to Measure the particular SLA
1	Uptime for Servers	>=99.9%	...
2	.....	...	...
3	.....	...	...

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Concessionaire)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 13.16 Annexure 9.16: Format 16: Change Control Notice

<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part A: Initiation</b>		
<b>Title:</b>		
<b>Originator:</b>		
<b>Sponsor:</b>		
<b>Date of Initiation:</b>		
<b>Details of Proposed Change</b>		
<b>(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)</b>		
<b>Authorized by Nodal</b>		<b>Date:</b>
<b>Name:</b>		

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

<b>Signature:</b>	<b>Date:</b>
<b>Received by the IA</b>	
<b>Name:</b>	
<b>Signature:</b>	

<b>Change Control Note</b>	<b>CCN Number:</b>
----------------------------	--------------------

**Part B : Evaluation**  
**(Identify any attachments as B1, B2, and B3 etc.)**  
**Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.**

**Brief Description of Solution:**

**Impact:**

**Deliverables:**

**Timetable:**

**Charges for Implementation:**  
**(including a schedule of payments)**

**Other Relevant Information:**  
**(including value-added and acceptance criteria)**

<b>Authorized by the Implementation Agency</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	

<b>Change Control Note</b>	<b>CCN Number :</b>
----------------------------	---------------------

**Part C : Authority to Proceed**

**Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)**

**Approved**

**Rejected**  
**Requires Further Information (as follows, or as Attachment 1 etc.)**

	<b>For the Concessionaire</b>
	<b>Signature</b>
	<b>Name</b>
	<b>Title</b>
	<b>Date</b>

### 13.17 Annexure 9.17: Format 17: Pre-Bid Query Format

Concessionaire requiring specific points of clarification may communicate with Home Department during the specified period using the following format:

#### CONCESSIONAIRE 'S REQUEST FOR CLARIFICATION

<<Name of Organization submitting query / request for clarification>>

<<Full formal address of the Organization including phone, fax and email points of contact>>

Tel

Fax

Email

Sr No.	Page No.	Section No.	Point No.	Existing Clause	Clarification/Query of Concessionaire

### 13.18 Annexure 9.18: Format 18: Irrevocable Undertaking for GST as per Circular no.

CA/F/Project/City/19/ Dt. 15.09.2017 in respect to Anti-Profiteering measurers condition

(on Rs. 500/- Stamp paper)

I Shri/Smt. .... Aged,..... years Indian habitant. Proprietor/Partner/Director of M/s .....

Resident at ..... do hereby give Irrevocable undertaking as under;

- 1) I say and undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to B.M.C by way of commensurate reduction in prices

- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage , B.M.C shall be at the liberty to initiate legal action against me for it's recovery including but not limited to an appeal to the screening committee of the G.S.T Counsel
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, executor, administrator etc.
- 4) If I fail to comply with the provisions of the G.S.T Act, I shall be liable for penalty/punishment or both as per the provision of the G.S.T Act.

Whatever has been stated here in above is true & correct to my/our own knowledge and belief.

Solemnly affirmed at

DEPONENT

This day of

Before me

Interpreted Explained and Identified by me

## 14. Annexure III: Technical Specifications

### 14.1 Specifications for Hardware

The smart parking solution is envisaged for both closed parking lots and open parking lots.

- a. **Off-Street/Indoor Parking Spaces-** Such parking spaces are managed through subcontracted vendors and the parking Spaces have boundary walls, closed terrace and even in multistorey buildings with defined entry and exit points. It also included multi-level parking system (MLP).
- b. **On street Parking Spaces-** Such locations are managed through subcontracted vendors and have a boundary fencing, undefined entry and exit points. These kind of parking spaces have specified number of ECS available, typically on roadside spaces in different positions (as per availability of space) such as parallel position or in perpendicular position etc.

The overall functional requirements for the Smart parking solution are mentioned below :

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

#### 14.1.1 General OEM Criteria

Item Name	General OEM Criteria	
Sl. No.	Minimum Specification	Compliance(Yes/No)
1	All Camera should be compliant and interoperable through ONVIF profile for end to end seamless integration of all feature such as Streaming, Storage (Server and Edge based), Recording, and Playback, Edge VA support from Day 1. Camera OEMs need to submit declaration regarding successful integration of all product features	

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

	and RFP functionalities specifying quoted model numbers without any subjective clause. Any subjective declaration regarding the integration will not be acceptable.	
2	<ul style="list-style-type: none"> <li>i. All cameras Servers, Switch, SDWAN Device, IOT Gateway, IOT Sensors must have NDAA/OWASP/UL 60950 (Quoted Model specific)/ BIS IS 13252 (Part 1):2010 (as applicable) certification latest on date of bid submission/before opening of Financial bid.</li> <li>ii. All Camera models should support relevant ONVIF Profile G,S &amp; T Profiles for smooth integration of all features and end to end functional requirement of the RFP from Day 1 without any additional/conditional or subjective dependency on each other. During project implementation if any of the functionality/feature Analytics etc. is found missing or not successfully and satisfactorily visible/demonstrated then concessionaire need to change Camera with 100% compliant product without any additional cost to B.M.C.. Subjective decision of B.M.C. regarding acceptance of the features and functionality should be final.</li> <li>iii. Additional product specific certificates as mentioned under specification required wherever applicable.</li> </ul>	
4	All cameras should have direct 7 Years warranty support from OEM from date of supply. OEMs to submit declaration for warranty support.	
5	The OEM/Exclusive Authorized India distributor for CCTV camera should have at least 50 employees on their direct payroll dedicatedly working in Security/Surveillance business line (Parent company or group company employee strength shall not be accepted). The OEM should have registered RMA Service center in India. Note: Exclusive Authorized India distributor valid partnership agreement to be submitted for acceptance.	
6	The proposed Camera, Server, Switch, Firewall OEM should have direct on-roll technical support engineer in India.	
7	<p>The VMS and VA OEM/brand should have Worldwide project reference/experience of at least cumulative 3000 outdoor/city surveillance camera projects in last 7 years.</p> <p>Also, the VA OEM should have at least 1 project reference of each type of the proposed Analytics as per the RFP requirement in in any Govt. organization/PSU/Large listed Enterprise customer/MNC. Project reference with client details to be provided by OEM on letter head for establishing the qualification.</p>	
8	The Camera OEM its Parent company should be one of the latest ONVIF Full/Affiliate/ Contributing member brand/company.	
9	The Camera, Switch, Server, SDWAN Firewall OEMs manufacturing process/facility should be ISO 9001:2015 certified. Additionally the OEMs should have valid ISO 27000,45001 and ISO 14001certificates.	

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10	Any of the proposed item/equipment of this project including cameras, switches, server, storage etc. should not contain any “Hi Silicon” make chipset/SoC/Sensor/parts. Camera OEM need to submit declaration on letter head regarding quoted model specific sensor and SoC details (Make, Model etc.). in case B.M.C. will not get the reference document regarding the validity of “Hi Silicon chipset” on public domain, then concessionaire have to show the same thing in any third-party laboratory	
11	The MAC address of all cameras, switches, firewall, server must be registered in the name of OEM/Brands quoted in the RFP.	
12	The OEMs should not supply any equipment that is likely to be declared end of sale within 3 year from the date of supply. The bidder shall submit an undertaking from OEM’s on letter head in this regard to the purchaser with their bid.	
13	All quoted product OEM or any of its group company should not have been blacklisted by any government department/PSU/Banks/Govt agencies in India for last 5 years. Declaration to be submitted by all OEMs.	
14	All of the switches and IOT Gateway should be from single OEM. Switch models should be IPv6 Logo certified.	
15	The outdoor switch OEM should have authorized RMA Depot/service center in India.	
16	The Server Management Sub-system shall have common criteria certification EAL 2 or CCC or any equivalent safety certificate and ASHRAE A3/A4 compliant operating temperature support for all quoted models.	
17	The UPS OEM should have supplied minimum 500 number of online UPS with Li-Ion Battery in in India during last 5 years. Declaration with model number and client details to be submitted by the OEM. All UPS should be from same OEM. The UPS OEM should have dedicated service center in Maharashtra.	
18	The Network Passive item OEM must provide declaration on conformity of all the passive components to the EIA/TIA 568-2D,568-3D and ISO/IEC 11801 standard. The OEM must be a member in TIA and BICSI organization. OEM shall have 2 RCDD certified manpower in India for design support and validation. The OEM should have valid ISO 9001 and 14001 certificate and for seamless integration all Passive components should be from same OEM.	
19	All OEMs to submit MAF in RFP specified format only along with technical compliance on letter head stamped and signed by competent authority failing which bid may be summarily rejected. In absence of MAF bid may be rejected.	

*14.1.1.1 Entry and Exit barrier for Off-street parking*

- ii. The barrier at entrance shall receive open and close commands from the MPOS over the communication interface once ticket issue button is pressed.
- iii. The barrier at exit shall receive open and close commands from the MPOS device.

- iv. Barrier shall be allowed to be open and close remotely through the server and console with detailed logs associated with this to ensure no unauthorized opening and closing of the barrier is done.
- v. The entry and exit barrier shall communicate with the Entry POS and Exit POS over an intelligent communication protocol to ensure that the system cannot be bypassed.
- vi. Open and closing time for the barrier shall be within limits as per latest industry standards.
- vii. Barriers shall be monitored for collision or forced entry and provide indication to the Integrated Parking management system
- viii. The barrier shall have 100% Duty Cycle.
- ix. It shall be a non –hydraulic mechanism for low maintenance.
- x. It shall have Self-locking gear system to ensure that the Barrier arm cannot be lifted manually.
- xi. It shall be free of any front line maintenance requirements – no need to grease application etc.
- xii. The Barrier shall have an integrated two-channel induction loop detector

#### *14.1.1.2 Entry and Exit Requirement*

- i. The entry of parking lot shall have a color LED/LCD display and shall be integrated to display to the customer real time parking slots available for parking in English and Marathi language
- ii. The display shall have capability to project dynamic digital advertisements. This sponsored advertisement shall be relayed from centralized Smart City Operation Centre.
  - iv. The revenue generated from advertisements shall be deposited in the ESCROW account by the concessionaire.
  - v. It will be the responsibility of the concessionaire to apply for and obtain necessary license from the BMC License Department (Superintendent of Licenses) before installing any kind of advertisement boards.
- iv. All advertisements need to be pre-approved by B.M.C.
- v. Entry Device with the following capabilities:
  - a. The MPOS at Entry shall be capable of dispensing tickets with printed QR Code. It shall also be capable of scanning QR Code from mobile phones. Upon pressing the Print Ticket button, a ticket shall be issued with the following details:
    - Entry time & date
    - Unique ticket transaction number
    - Entry Device identification
    - Site identification
    - Vehicle Type
    - Vehicle Number

b. The MPOS shall have capability to enter the Unique Booking Code (alpha-numeric code) received by the motorist. In cases where the motorist enters Unique Booking Code, the Entry Device shall dispense a QR Coded ticket with the following details:

- Pre booking authentication code
- Entry time & date
- Unique ticket transaction number
- Entry Device identification

c. The MPOS shall have QR Code reading facility and shall have the capability to read Smart Parking Card, monthly passes, Corporate Cards or any other device.

vi. All MPOS activity must be logged in the system activity database.

vii. The MPOS Device shall be able to operate in Offline mode. It shall retain maximum functionality even if the communication with the server is not available due to network failure or server crash.

viii. Every MPOS shall have a local memory of a few thousand transactions, in case of no connectivity. Upon reconnecting to the server the unit shall update and restore all data.

ix. Under all circumstances the system shall be fully auditable for every single transaction.

x. Data sharing between the Parking Management Solution and the cloud data centre shall be seamless through secure data transfer between the API and the Platform. Moreover, vendor shall ensure that the solution shall not get limited owing to proprietary issues

## **2. Exit Requirement**

i. Under all circumstances the system shall be fully auditable for every single transaction.

ii. Manual Pay Station

a. The Pay Station solution shall be foolproof and tamper proof with users not allowed to install applications and change any settings of the operating system.

b. It shall have all basic operability functions. It shall be connected to the Monitoring and review centre via the network and be capable of remote monitoring from the same.

c. The transactions shall get uploaded instantly and automatically to the central server using on-line connectivity. This shall be in a real time mode, rather than at intermitted intervals.

d. Handheld QR Code Scanning Device or any other device used shall be connected using a USB Interface e. Automatic receipt issuing is a must by way of physical print and/or in the mobile app.

f. Operators shall log in and out of their shift using a unique authentication password.

g. The system shall be capable of accepting all supported means of payment like credit cards, and debit cards.

h. At the end of the shift a shift-report shall be printed.

i. It shall be possible to accept the validations and issue free or discounted parking as per requirement/or as an exception

j. It shall be able to send a report to the validation provider with the amount billed to them automatically at a defined time.

#### 14.1.2 Smart parking IoT Sensors

Sensors for vehicle detection

i. The sensor shall be intelligent and accurately detect if the car space is vacant or occupied.

ii. Appropriate sensors shall be chosen based on the type of the parking spot and its external conditions. The preferred sensors would be magnetic sensors or equivalent, but the Concessionaire can propose innovative, advanced but reliable implementation approaches using other sensors.

iii. The sensor shall be able to detect a vehicle irrespective of the depth or height of sensor installation

iv. Each sensor shall have its own unique identification in order to be accurately tracked by the Parking Guidance System.

vi. Each sensor shall have an accurate and real time feedback mechanism to be detected automatically by the system in case of faults.

vi. It shall be placed appropriately per parking spot.

Smart Parking IOT Sensor				
Bidder Name				
Make				
Model No.				
Sl. No.	Parameter & Feature	Minimum Specification	Compliance (Yes/No)	Datasheet Page Reference
1	Purpose	Wireless detection of parking spot occupancy		
2	Detection Technology	Magnetic & Radar based		
3	Protocol	LoRaWAN communication protocol optimized for all global IoT networks		
4	Installation options	Indoor/Outdoor and On surface and Semi-underground		
5	Protection	IP 67 & IK 10 Certified		
6	Other Features	The sensor should not get affected by the proximity of traffic movements such as buses or heavy trucks.		
		Should support Over the air (OTA) set up and Firmware Update		

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

		Should operate via secured connection between the sensor and the cloud by private APN.		
		Data Consistency-Data is not lost but is being transmitted after connectivity recovery		
7	Battery Life	10 Years		

### 14.1.3 Analytics Camera

5 MP IR Bullet Camera				
Bidder Name				
Make				
Model No.				
Sl. No.	Camera Characteristics	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Image Sensor:	1/1.8" or 1/2.8" Progressive Scan CMOS		
2	Max Resolution:	4MP at 16:9 Aspect Ratio		
3	Lens	Motorized Varifocal Lens with min 3X Optical Zoom		
4	Min Illumination:	Color 0.0003 Lux or better		
5	WDR	True 120+dB (Measured according to IEC 62676 Part 5)		
6	Day Night Operation	Automatic using IR Cut filter		
7	Viewable IR Distance	30 Meter or better		
8	Video Streams:	Min 3 configurable streams in H.264, H.265 and M-JPEG, configurable frame rate and bandwidth.		
9	Video Compression	H.265 or equivalent		
10	Video Streaming	H.265 Mainstream-4 MP/2688 × 1520@20FPS		
11	Protocol	IPv4/IPv6, TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), RTCP,RTSP, NTP, HTTP, HTTPS, SSL/TLS 1.2, DHCP, FTP,SMTP, ICMP, IGMP, SNMPv1/v2c/v3, DNS, DDNS, QoS, UPnP.		
12	Edge Analytics	Line crossing detection, intrusion detection, region entrance detection, region exiting detection, scene change detection, Object counting, suitable for Realtime Parking Space Status Monitoring and Guidance application.		

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13	Security	Password protection, HTTPS encryption, 802.1X authentication, Digital watermark, IP address filter, Digest authentication for HTTP/HTTPS, security audit log.		
14	Edge Storage	Each camera be supplied with Compatible 128 GB Industrial Grade Class 10 Memory Card for edge recording in conformance with ONVIF Profile G. Camera should support seamless ANR with offered VMS from Day 1.		
15	Operating Temperature	Up to 50 Deg		
16	Power Option:	PoE (IEEE802.3af, Class3)		
17	Certification	IP66, IK10 (IEC 62262) edition 1.0:2001 or better		
18	Mounting Kit	Bullet camera to supplied with suitable wall mount/Pole Mount kit as per site requirement without any additional cost		

14.1.4 Multisensor Camera

Multisensor Panoramic Camera			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Should be ONVIF compatible contain minimum 4 lens forming single Panoramic resolution Up to 12 MP covering minimum 360 Degree FOV. Should support H.265 or equivalent video compression technology.		
2	Should be IP 66 and IK 10 Rated.		
3	Should come with Wall/Pole mount bracket.		
4	Should have in-built Micro SD Card storage option for 7 days video. To be supplied with 128GB Class 10 SD card.		

14.1.5 PTZ Camera

**PTZ Camera**

Request for Proposal for Selection of Concessionaire for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Smart Parking for On-Street and Off-Street Parking locations in BrihanMumbai Municipal Corporation (B.M.C) on PPP model

Bidder Name				
Make				
Model No.				
Sl. No.	Camera Characteristics	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Image device	1/2.8"Progressive Scan CMOS or better		
2	Horizontal Resolution	Minimum 2MP or better		
3	Frame Rate	25 FPS (Minimum) in all resolutions and support up to 60 FPS		
4	Compression	H.265 and H.264		
5	Streaming	Minimum 3 (three) streams		
6	Panning Range & Speed	0 deg to 360 deg endless, max 240 deg per second		
7	Tilting Range and Speed	0 to 15 deg above horizontal to 90 deg down, max 145 deg per second		
8	Presets	50 presets or higher		
9	Pre/Post Alarm buffer	Yes		
10	ID/Password	User ID/Password		
11	Encryption	HTTP (SSL/TSL)		
12	Physical Layer	10/100 base Tx Ethernet		
13	Protocol	IPv4, IPv6, UDP, TCP, HTTP, HTTPS, RTP/RTCP, IGMP V2/V3, ICMP, ICMPv6, RTSP,FTP, ARP, DHCP, NTP (SNTP), SNMP (V1, V3, MIB-II),802.1x, DNS, DNSv6		
14	IP Support	Static/dynamic or both		
15	Remote Administration	Remote configuration and status using web based tool		
16	System Update	Remote system update over Network using web client		
17	Web Client	Viewer through HTTP(min.) System Configuration Setting/Streaming		
18	Simultaneous Connection	5 users or more		
19	Lens Type	30X Optical Zoom		
20	IR Distance	150 Meter or better		
21	Wide Dynamic Range	True WDR 100dB or equivalent or better (As per IEC 62676 part 5)		

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22	Auto Exposure	Automatic Level Control/Electronic Level Control		
23	Minimum illumination	Color: 0.1 lux, FI.4 0Lux in IR Mode		
24	Motion Detection Zones /	4 or higher privacy zones		
25	Auto Gain Control	Yes		
26	Electronic Shutter	1/50-1/10000 or better (in lieu of verification of electronic shutter speed OEM certificate shall be acceptable)		
27	White Balance	Yes		
28	Edge Storage	Each camera be supplied with Compatible 128 GB Industrial Grade Class 10 Memory Card for edge recording in conformance with ONVIF Profile G. Camera should support seamless ANR with offered VMS from Day 1		
29	Operating Temperature	Up to 50 degree Celsius		
30	Power Source	Device shall work on HPoE . Suitable HPOE Power injector or 230V AC power adaptor from Camera OEM shall be included		
31	On Screen Display	Yes (English)		
32	Housing - Outdoor	Plastic/Aluminum Construction with IP-66, built in heater/IK10 rated, inbuilt dehumidification device, preferably outer glass body shall be coated with special coating to remove rainwater automatically to have clear view		
33	Mounting bracket	Standard wall mount for indoor& pole mount for outdoor as indicated in the supply order		

14.1.6 Articulated Boom Barrier

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Artiuclated Boom Barrier					
Bidder Name					
Make					
Model No.					
Sl. No.	Item	Parameters	Minimum Specification	Compliance (Yes/No)	Datasheet Page Reference
<b>Barrier Housing Specification</b>					
1	Application		Outdoor		
2	Housing	Material	SECC or equivalent		
		Colour:-	Orange/White/Yellow		
		Surface Protection:	Outdoor Powder Spraying		
		Metal Door Thickness	1.5 mm		
		Material Thickness	2.0 mm		
		Boom Pole Height	880 mm		
<b>Technical Specification</b>					
3	Interface	Induction/IR Controller	Supported Rise/Fall/Stop		
		Working Temperature	Up to 70 °C		
4	Performance	Humidity	≤ 90% (non-condensing)		
		Ingress Protection	IP 54		
		Duty Cycle	100%		
		Power Supply	220 VAC ± 15%		
5	General	Consumption	300 W		
		Rising Speed	Adjustable 1.5S, 2S, 2.5S		
		Falling Speed	Adjustable 2.5S, 3S, 3.5S		
		Boom Type	Curved		
		Max. Boom Pole Length	Supports 1.5m+1.5m,		
			2.5m+2.5m customization		
		Brake direction	Right(Default)		
			Support left and right		
Electric Current	1.5 A				

14.1.7 Telescopic Boom Barrier

Telescopic Boom Barrier					
Bidder Name					
Make					
Model No.					
Sl. No.	Item	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
<b>Barrier Housing Specification</b>					
1	Application		Outdoor		
2	Housing	Material	SECC or equivalent		
		Colour:-	Orange/White/Yellow		
		Surface Protection:	Outdoor Powder Spraying		
		Metal Door Thickness	1.5 mm		
		Material Thickness	2.0 mm		
		Boom Pole Height	880 mm		
<b>Technical Specification</b>					
3	Interface	Induction/IR	Supported		
		Controller	Rise/Fall/Stop		
4	Performance	Working Temperature	Up to 70 °C		
		Humidity	≤ 90% (non-condensing)		
		Ingress Protection	IP 54		
		Duty Cycle	100%		
5	General	Power Supply	220 VAC ± 15%		
		Consumption	300 W		
		Rising Speed	Adjustable 1.5S, 2S, 2.5S		
		Falling Speed	Adjustable 2.5S, 3S, 3.5S		
		Boom Type	Telescopic		
		Max. Boom Pole Length	4 Meter		
		Brake direction	Right(Default)		
			Support left and right		
	Electric Current	1.5 A			

14.1.8 Anti Fall Radar

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Anti Fall Radar				
Bidder Name				
Make				
Model No.				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Transmitting Frequency	79 GHz		
2	Transmitting Power	≤ 10 mW		
3	Beamwidth	Vertical: ±10°, Horizontal: ±38°		
4	Response Time	50 ms		
5	Anti-Fall Width	Horizontal width: 0 to 2 m (adjustable)		
6	Lane Width	0.3 to 6 m (adjustable)		
7	Detection Target	Pedestrian/vehicle (selectable)		
8	Online Debug	Serial port/Wi-Fi		
9	Online Upgrade	Serial port		
10	Working Voltage	9 to 12 VDC		
11	Working Current	< 0.25 A		
12	Consumption	< 3 W		
13	Working Temperature	Up to 70 °C		

14.1.9 Outdoor Switch

Industrial Access Switch			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	8 ports 10/100/1000 BASE-T, 2 ports 100/1G/10G SFP+, 2 ports of IEEE 802.3bt PoE (60W/port) and 6 ports of IEEE, 802.3at PoE (30W/port)		
2	Switching bandwidth 24 Gbps		
3	Should be Fully manageable supporting HTTPS/SSH protocol enhances network security		
4	Supports Device Binding security function		

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5	Supports SNMP v1/v2c/v3 & 802.1Q VLAN Network Management. Ethernet Ring Protection Switching (ERPS) (G.8032) or STP/Loop Guard, VLAN (802.1Q) with VLAN tagging support, IGMP v2/v3 (IGMP snooping support) and MLD v1/v2 for filtering multicast traffic, Voice VLAN Support		
6	Web-based, Telnet and Console (CLI) configuration, and Windows-based monitoring		
7	Supports Jumbo Frame up to 8.9 KB or better for streaming video applications		
8	Should be supplied with DIN rail mount kit		
9	Operating temperature: 70 Degree or better		
10	Certification UL and NEMA TS2/IP 30, EN61000-4-5 (Surge)/IEC61000-4-5 (Surge). The OEM should have 24X7 India TAC center with tollfree number.		

14.1.10 Indoor POE Switch

Indoor POE Switch				
<b>Bidder Name</b>				
<b>Make</b>				
<b>Model No.</b>				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	<b>Architecture</b>	Shall be 19" Rack Mountable		
		The switch should have 1x USB-C Console Port , 1x OOBM and 1x USB Type A Host port		
		8GB SDRAM and 16 MB flash and 8 MB Packet buffer size		
		The switch should support stacking on uplink port or dedicated stack module and should have Stacking Performance of minimum 40 Gbps. The switch should support minimum 8 switch in stack		
		The Switch should support 16000 MAC address		
		The switch should have minimum 2K Ipv4 Unicast Routes ,1K Ipv6 Unicast Routes ,1K Icmp Groups ,1K MLD Groups ,5K Ipv4 ingress Entries and 2K Ipv4 egress ACL Entries.		
2	<b>Switch - Option1</b>	The switch should have 24x ports 10/100/1000 BASE-T ports POE with 370W and 4x 1/10 SFP+ ports.		
		The switch should have 128 Gbps of Switching Capacity and 95 Mpps Throughput Capacity		
3	<b>IPv6 feature</b>	IPv6 host enables switches to be managed in an IPv6		

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		network		
		Dual stack (IPv4 and IPv6) transitions from IPv4 to IPv6, supporting connectivity for both protocols		
		MLD snooping forwards IPv6 multicast traffic to the appropriate interface		
		IPv6 ACL/QoS supports ACL and QoS for IPv6 network traffic		
		IPv6 routing supports Static and OSPFv3 protocols		
		RA guard, DHCPv6 protection, dynamic IPv6 lockdown, and ND snooping		
<b>4</b>	<b>High Availability And Resiliency</b>	The switch should support front plane stacking on uplink port or Backplane stacking and should have Stacking Performance of minimum 200 Gbps. The switch should support minimum 8 switch in stack		
		The Switch should support Uni-directional Link Detection (UDLD) to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing loops in STP-based networks		
		The Switch should support IEEE 802.3ad LACP supports up to 32 LAGs, each with up to 8 links per LAG and provide support for static or dynamic groups and a user-selectable hashing algorithm		
		The Switch should support IEEE 802.1s Multiple Spanning Tree provides high link availability in VLAN environments where multiple spanning trees are required and legacy support for IEEE 802.1d and IEEE 802.1w		
<b>5</b>	<b>Management</b>	The Switch should support Built-in programmable and easy to use REST API interface		
		The Switch should support On-premises and cloud-based management		
		The Switch should support Zero-Touch Provisioning (ZTP) simplifies installation of switching infrastructure using DHCP-based		
		The Switch should have Scalable ASIC-based wire speed network monitoring and accounting with no impact on network performance.		
		The Switch should support Industry-standard CLI with a hierarchical structure		
		The Switch should support Management security restricts access to critical configuration commands, provides multiple privilege levels with password protection, and local and remote syslog capabilities allow logging of all access		
		The Switch should support SNMP v2c/v3 provides SNMP read and trap support of industry standard Management Information Base (MIB), and private extensions Flow (RFC 3176)		

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		The Switch should support Remote monitoring (RMON) with standard SNMP to monitor essential network functions. Supports events, alarms, history, and statistics groups as well as a private alarm extension group; RMON, XRMON, and sFlow provide advanced monitoring and reporting capabilities for statistics, history, alarms and events		
		The Switch should support TFTP and SFTP support offers different mechanisms for configuration updates;		
		The Switch should support Debug and sampler utility support ping and traceroute for IPv4 and IPv6		
		The Switch should support Network Time Protocol (NTP) synchronizes timekeeping among distributed time servers and clients		
		The Switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP) advertises and receives management information from adjacent devices on a network, facilitating easy mapping by network management applications		
		The Switch should support Dual flash images provides independent primary and secondary operating system files for backup while upgrading		
		The Switch should support Assignment of descriptive names to ports for easy identification		
		The Switch should support Multiple configuration files which can be stored to a flash image		
		The Switch should support Ingress and egress port monitoring enable more efficient network problem solving		
		The Switch should support Unidirectional link detection (UDLD) monitors the link between two switches and blocks the ports on both ends of the link if the link goes down at any point between the two devices		
		The Switch should support IP SLA for Voice monitors quality of voice traffic using the UDP Jitter and UDP Jitter for VoIP tests		
<b>6</b>	<b>Multicast</b>	The Switch should support IGMP Snooping to allow multiple VLANs to receive the same IPv4 multicast traffic, lessening network bandwidth demand by reducing multiple streams to each VLAN		
		The Switch should support Multicast Listener Discovery (MLD) enables discovery of IPv6 multicast listeners; supports MLD v1 and v2		
		The Switch should support Internet Group Management Protocol (IGMP) and Any-Source Multicast (ASM) to manage IPv4 multicast networks; supports IGMPv1, v2, and v3		

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<b>7</b>	<b>Layer 2 Switching</b>	The Switch should support 4094 VLAN IDs		
		The Switch should support Jumbo packet to improves the performance of large data transfers and support frame size of up to 9198 bytes		
		The Switch should support IEEE 802.1v protocol VLANs to isolate select non-IPv4 protocols automatically into their own VLANs		
		The Switch should support Rapid Per-VLAN Spanning Tree (RPVST+) to allow each VLAN to build a separate spanning tree to improve link bandwidth usage.		
		The Switch should support MVRP to allow automatic learning and dynamic assignment of VLANs		
		The Switch should support VXLAN encapsulation (tunnelling) protocol for overlay network that enables a more scalable virtual network deployment		
		The Switch should support Bridge Protocol Data Unit (BPDU) tunnelling to Transmits STP BPDUs transparently		
		The Switch should support Port mirroring duplicates port traffic (ingress and egress) to a monitoring port and support minimum 4 mirroring groups		
		The Switch should support STP supports standard IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)		
		The Switch should support Internet Group Management Protocol (IGMP) Controls and manages the flooding of multicast packets in a Layer 2 network		
<b>8</b>	<b>Layer 3 Routing</b>	The Switch should support Open shortest path first (OSPF) to deliver faster convergence.		
		The Switch should support OSPFv2 for IPv4 routing and OSPFv3 for IPv6 routing		
		The Switch should support Static IP routing provides manually configured routing		
		The Switch should support Static IPv4 and IPv6 routing to provide simple manually configured IPv4 and IPv6 routes		
		The Switch should support IP performance optimization to provide a set of tools to improve the performance of IPv4 networks including directed broadcasts, customization of TCP parameters, support of ICMP error packets, and extensive display capabilities		
		The Switch should support Dual IP stack to maintain separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design		

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9	Convergence	The Switch should support IP multicast snooping (data-driven IGMP) to prevent flooding of IP multicast traffic		
		The Switch should support LLDP-MED (Media Endpoint Discovery) to define a standard extension of LLDP that stores values for parameters such as QoS and VLAN to automatically configure network devices such as IP phones		
		The Switch should support Auto VLAN configuration for voice RADIUS VLAN uses a standard RADIUS attribute and LLDP-MED to automatically configure a VLAN for IP phones		
10	Security	The Switch should support integrated trusted platform module (TPM) for platform integrity. This ensure the boot process started from a trusted combination of switches.		
		The Switch should support Access control list (ACL) support for both IPv4 and IPv6 to allow for filtering traffic to prevent unauthorized users from accessing the network, or for controlling network traffic to save resources. rules can either deny or permit traffic to be forwarded. rules can be based on a Layer 2 header or a Layer 3 protocol header		
		The Switch should support ACLs filtering based on the IP field, source/ destination IP address/subnet, and source/ destination TCP/UDP port number on a per-VLAN or per-port basis		
		The switch should support Enrollment over Secure Transport (EST)and Remote Authentication Dial-In User Service (RADIUS)		
		The Switch should support Terminal Access Controller Access-Control System (TACACS+) delivers an authentication tool using TCP with encryption of the full authentication request to provide additional security		
		The Switch should support Control Plane Policing sets rate limit on control protocols to protect CPU overload from DOS attacks		
		The Switch should support multiple user authentication methods. Uses an IEEE 802.1X supplicant on the client in conjunction with a RADIUS server to authenticate in accordance with industry standards		
		The Switch should support Web-based authentication provides a browser-based environment, similar to IEEE 802.1X, to authenticate clients that do not support IEEE 802.1X		
		The Switch should support MAC-based client authentication		

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		The Switch should support Concurrent IEEE 802.1X, Web, and MAC authentication schemes per switch port accepts up to 32 sessions of IEEE 802.1X, Web, and MAC authentications		
		The Switch should support Secure management access delivers secure encryption of all access methods (CLI, GUI, or MIB) through SSHv2, SSL, and/or SNMPv3		
		The Switch should support Switch CPU protection to provide automatic protection against malicious network traffic trying to shut down the switch		
		The Switch should support ICMP throttling defeats, ICMP denial-of-service attacks by enabling any switch port to automatically throttle ICMP traffic		
		The Switch should support Identity-driven ACL to enable implementation of a highly granular and flexible access security policy and VLAN assignment specific to each authenticated network user		
		The Switch should support STP BPDU port protection to block Bridge Protocol Data Units (BPDUs) on ports that do not require BPDUs, preventing forged BPDU attacks		
		The Switch should support Dynamic IP lockdown with DHCP protection to block traffic from unauthorized hosts, preventing IP source address spoofing		
		The Switch should support Dynamic ARP protection to blocks ARP broadcasts from unauthorized hosts, preventing eavesdropping or theft of network data		
		The Switch should support STP root guard to protects the root bridge from malicious attacks or configuration mistakes		
		The Switch should support Port security to allow access only to specified MAC addresses, which can be learned or specified by the administrator		
		The Switch should support MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
		The Switch should support Source-port filtering to allow only specified ports to communicate with each other		
		The Switch should support Secure shell to encrypt all transmitted data for secure remote CLI access over IP networks		
		The Switch should support Secure Sockets Layer (SSL) to encrypts all HTTP traffic, allowing secure access to the browser-based management GUI in the switch		

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		The Switch should support Secure FTP to allow secure file transfer to and from the switch and protect against unwanted file downloads or unauthorized copying of a switch configuration file		
		The Switch should support Critical Authentication Role to ensure that important infrastructure devices such as IP phones are allowed network access even in the absence of a RADIUS server		
		The Switch should support MAC Pinning to allows non-chatty legacy devices to stay authenticated by pinning client MAC addresses to the port until the clients logoff or get disconnected		
		The Switch should support Management Interface Wizard to help secure management interfaces such as SNMP, telnet/SSH, SSL, Web.		
		The Switch should support Security banner displays a customized security policy when users log in to the switch		
		The Switch should support Green initiative for RoHS (EN 50581:2012) and WEEE regulations		
<b>11</b>	<b>Certification</b>	EN 60950-1:2006 EN 62368-1 UL 60950-1 CAN/CSA-C22.2 No. 60950-1-07 IEC 60950-1:2005 IEC 62368-1:2014 CNS-14336-1		

14.1.11 Outdoor CAT 6 Cable

Outdoor CAT 6 Cable			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/No)	Datasheet Page Reference
1	Cat 6, 23 AWG U/UTP, Inner FR-PVC Jacket IEC 60332-1 Rated, ECCS Corrugated Tape Armor (Thickness >= 0.125mm), Outer HDPE Jacket Operating Temperature: -20 to +70Deg, Rodent Resistant Outdoor Cable		
2	Suitable for 1GBASE-T with Min. 250Mhz of Bandwidth		
3	4 Twisted Pair alongside PE / PVC Cross Separator		
4	Conductor: 23AWG Solid Annealed Bare Copper		

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5	Insulation: High Density Polyethylene, Diameter 1.0 ± 0.05mm		
6	PVC Inner Jacket		
7	Aarmor : ECCS Corrugated Tape, >= .125mm		
8	UV Resistant HDPE Outer Jacket		
9	Cable Outer Diameter: 10.7 ± 1.5 mm		
10	Operating Temperature: Up to +70°C		
11	Bend Radius: 20 X Cable Diameter (Min.) or Better		
12	Conductor Resistance : £ 9.38 Ω /100m		
13	Resistance Unbalance : 5% Max		
14	Mutual Capacitance : £ 5.6nF/100m		
15	Putup : 305M		
16	RoHS Complied		

14.1.12 Field Termination Plug

<b>Field Termination Plug</b>			
<b>Bidder Name</b>			
<b>Make</b>			
<b>Model No.</b>			
<b>Sl. No.</b>	<b>Minimum Specification</b>	<b>Compliance (Yes/ No)</b>	<b>Datasheet Page Reference</b>
1	Category 6 RJ45 Universal Modular Tool less Plug, ANSI/TIA/EIA 568-C.2 Category 6, Min. 250Mhz, Min. 1Gbps, UL94-V0, Bend Limiting Boot for Cable, Operating Temperature -40 to + 70 DegC, Termination Without Proprietary Tool Temination, Re-Termination 200 cycles, Insulation Force 30N, Support IEEE 802.3bt 4PPoE upto 90Watts		
2	Suitable for 1000BASE-T applications up to 250 MHz as per Cat6 Standard		
3	Should Accept 23-24 AWG Solid Conductors		
4	Should meet ANSI/TIA 568-C.2 Category 6 Standard Applications, Support IEEE 802.3bt 4PPoE upto 90Watts		
5	Should accept 5 to 8.0mm Diameter Cables		
6	Material: RoHS complied		
7	Material: PC UL 94V-2 or equivalent		
8	Industrial : IP 20 Rated		
9	Should be Universal suitable for both Shielded and Unshielded Cables.		
10	PCB Material : FR-4, UL 94V-0 or better		

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11	IDC Terminal : Phosphor bronze with Tin-plated or better		
12	Should have a Bend Limiting Removal Circular Boot for Cable with Retention strength of >= 7.5kg (between Jack and Plug)		
13	Operating Temperature : Up to 70 °C		
14	Clamp/Re-Termination >= 200 Cycles		
15	The Modular Plug shall not require any Proprietary Termination Tool for termination of Cable. It should be Tool Less termination.		

14.1.13 DMS Display

DMS Display			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Installed at the entrance of parking garage		
2	Display welcome messages and remaining space info per floor of the whole parking lot		
3	Display standard English & Marathi letters and numbers		
4	Standard communication methods: RS232, RS485, RJ45.		

14.1.14 Indoor LED Screen (optional)

Indoor LED Screen (Optional)			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Type-Indoor Parking Area (MLCP Locations)		
2	Equipped with standard RS485/RJ45 communication mode		
3	LED module should support shift left, shift up, upward expanding, downward expanding, Real-time display		

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4	LED module should support 7 colors display, Remaining parking number display		
5	Mounting mode: Hoisting		
6	Logic address 0~255		

14.1.15 Local Server

Local Server				
<b>Bidder Name</b>				
<b>Make</b>				
<b>Model No.</b>				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Type	Rugged 1U Rack Mountable		
2	Processor	Minimum 8 Core Xeon Processor or better		
3	RAM	Minimum 2X8 GB DDR5 4800 MT/S RAM		
4	HDD Drive Bay	4X2.5 inch SATA, SAS. To be offered with 4X 2.4TB 10K RPM SAS 12Gbps 2.5in Hard Drive from Day 1.		
5	PSU	Redundant Hot Swappable Platinum Rated		
6	Cooling	Air Cooling through min 4 or more Fans		
7	Embedded Management	iDRAC or equivalent		
8	Embedded NIC	4X 10GbE SFP+		
9	Temperature	Built rugged to operate in temperatures up to 55 Deg C		
10	Security	Withstand dusty and harsh environments with a lockable smart filtered bezel for extra physical security		
11	OS	As per bidder solution compatible with other offered software and hardware		

14.1.16 IoT Gateway

IOT Gateway				
<b>Bidder Name</b>				
<b>Make</b>				
<b>Model No.</b>				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Product Type	<ul style="list-style-type: none"> <li>Standalone unit</li> </ul>		
2	Ethernet	<ul style="list-style-type: none"> <li>1x FE built in the Gateway</li> </ul>		

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	backhaul			
3	IP features	● DHCP client (IPv4)		
		● Static IP (IPv4)		
		● PPPoE		
		● 802.1Q VLAN tagging		
		● Network Address Translation (NAT)		
		● Domain Name System (DNS)		
		● Network Time Protocol (NTP)		
4	Security features	● IPsec (open source)		
		● Two IPsec tunnels – support Active/Active or Active/Standby mode		
		● Public Key Infrastructure (PKI)		
		● Simple Certificate Enrollment Protocol (SCEP, open source)		
		● Network Address Translation (NAT) traversal		
		● Software image secure boot		
		● Support SHA256 for firmware signature and uboot		
		● Authentication of the firmware image before flashing it		
5	Quality-of-Service (QoS) features	● Password protection in file system		
		● Low-Latency Queuing (LLQ)		
		● Weighted Fair Queuing (WFQ)		
		● Class-Based WFQ (CBWFQ)		
		● Class-Based Traffic Shaping (CBTS)		
		● Class-Based Traffic Policing (CBTP)		
		● Policy-Based Routing (PBR)		
		● Class-Based QoS MIB		
		● Class of Service (CoS) to Differentiated Services Code Point (DSCP) mapping		
		● Class-Based Weighted Random Early Detection (CBWRED)		
		● Resource Reservation Protocol (RSVP)		
		● Real-Time Transport Protocol (RTP) header compression (cRTP)		
		● Differentiated Services (DiffServ)		
		● QoS preclassify and prefragmentation		
● Hierarchical QoS (HQoS)				
6	ISM band support	● EU 863 - 870 MHz, India 865 - 867 MHz, U.S. 902 - 928 MHz, Australia 915 - 928 MHz, and AS 923 MHz, 902.2-923.4MHz Thailand		
		● Support for up to 16 uplink channels, 4 MHz bandwidth		

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7	LoRa technology	● Semtech version 2 gateway hardware reference design compliance		
		● Adaptive Data Rates (ADR)		
		● Spreading Factors		
		● Channel diversity (no diversity and full diversity)		
8	LoRaWAN specification	● LoRaWAN specification 1.0.1, 1.0.2 and 1.1 (draft) release compliant		
		● Support for Class A, B and C endpoints		
9	Radio spectrum sniffer	● Online scanning of the interference noise on the RF channel		
10	LTE coexistence	● Insertion interference reduction to LTE band 20 uplinks (832 – 862 MHz)		
11	Geolocation capability	● Through TDOA and RSSI for GPS-free endpoints		
12	IoT FND management features	● Zero-touch provisioning: automatically download configuration file to the Gateway, IR809 and 829 during registration		
		● Automatically download third-party LoRa Packet Forwarder to the Gateway during its initial registration		
		● IPsec tunnel setup automation		
		● Configure the settings of Gateway, the IR809 and IR829		
		● Firmware upgrade		
		● Configuration file backup and restore		
		● Gateway reboot		
		● Gateway model		
		● Gateway ID (name and serial number)		
		● Gateway operational status		
		● Gateway up time		
		● Gateway enclosure cover close/open		
		● WAN IP address		
		● IPsec tunnel status		
		● Firmware version		
		● Boot loader version		
		● CPU usage rate		
		● Device temperature		
		● Alarm and event reports		
		● GPS status		
● FPGA version				
● HAL driver version				
● Antenna RSSI value				
● AES key				

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		<ul style="list-style-type: none"> <li>● Packet Forwarder ID, status, firmware version, and public key installed</li> </ul>		
13	Compatibility	Should be 100% compatible with the offered IOT Parking Sensor device from Day 1.		
14	Management Software	Bidder need to provide suitable IOT Gateway management software and license of to run, integrate the Parking management system with each Gateway device which has to be installed at Local Processing Server.		

14.1.17 Workstation

Workstation			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Latest Generation Intel (12th Gen)/AMD 64 Bit 3GHZ base performance or better Processor		
2	Minimum 2X8 GB DDR4 @3200MHz Memory. Slots should be free for future upgrade		
3	8 GB GDDR5 AMD/NVIDIA Professional Graphics Card supporting 3 no. of 4K Monitor output		
4	Dual Gigabit Teamed NIC from Day 1		
5	2X 1 TB 10 K RPM HDD		
6	64 Bit Licensed Windows 10 Pro Workstation, Microsoft Office Home & Student 2019(Word, Excel and PPT only) and any Gartner Leader End Point Protection software with license for 5 years pre-loaded.		
7	SMPS: Power supply should be 90% efficient with EPEAT Gold certification for the system.		
8	To be supplied with OEM Keyboard and Mouse		
9	Each workstation to be supplied with 2 no. of 24" Energy star 5.0/BEE star certified 4K LED monitors certified with TCO 05.		
10	To be supplied with OS recovery media		

14.1.18 L3 Switch

<b>L3 Switch</b>
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<b>Bidder Name</b>				
<b>Make</b>				
<b>Model No.</b>				
<b>Sl. No.</b>		<b>Minimum Specification</b>	<b>Compliance (Yes/No)</b>	<b>Datasheet Page Reference</b>
<b>1</b>	<b>Architecture</b>	Shall be 19" Rack Mountable		
		The switch should have 1x USB-C Console Port , 1x OOBM and 1x USB Type A Host port		
		8GB SDRAM and 16 MB flash and 8 MB Packet buffer size		
		The swith should support stacking on uplink port or dedicated stack module and should have Stacking Performance of minimum 40 Gbps. The switch should suppot minimum 8 switch in stack		
		The Switch should support 16000 MAC address		
		The switch should have minimum 2K Ipv4 Unicast Routes ,1K Ipv6 Unicast Routes ,1K Igmp Groups ,1K MLD Groups ,5K Ipv4 ingress Entries and 2K Ipv4 egress ACL Entries.		
<b>2</b>	<b>Switch - Option1</b>	The should have 24x ports 10/100/1000 BASE-T ports and 4x 1/10 SFP+ ports.		
		The switch should have 128 Gbps of Switching Capacity and 95 Mpps Throughput Capacity		
<b>3</b>	<b>IPv6 feature</b>	IPv6 host enables switches to be managed in an IPv6 network		
		Dual stack (IPv4 and IPv6) transitions from IPv4 to IPv6, supporting connectivity for both protocols		
		MLD snooping forwards IPv6 multicast traffic to the appropriate interface		
		IPv6 ACL/QoS supports ACL and QoS for IPv6 network traffic		
		IPv6 routing supports Static and OSPFv3 protocols		
		RA guard, DHCPv6 protection, dynamic IPv6 lockdown, and ND snooping		
<b>3</b>	<b>High Availability And Resiliency</b>	The swith should support front plane stacking on uplink port or Backplane stacking and should have Stacking Performance of minimum 200 Gbps. The switch should suppot minimum 8 switch in stack		

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		The Switch should support Uni-directional Link Detection (UDLD) to monitor link connectivity and shut down ports at both ends if uni- directional traffic is detected, preventing loops in STP- based networks		
		The Switch should support IEEE 802.3ad LACP supports up to 32 LAGs, each with up to 8 links per LAG and provide support for static or dynamic groups and a user-selectable hashing algorithm		
		The Switch should support IEEE 802.1s Multiple Spanning Tree provides high link availability in VLAN environments where multiple spanning trees are required and legacy support for IEEE 802.1d and IEEE 802.1w		
<b>4</b>	<b>Management</b>	The Switch should support Built-in programmable and easy to use REST API interface		
		The Switch should support On-premises and cloud- based management		
		The Switch should support Zero-Touch Provisioning (ZTP) simplifies installation of switching infrastructure using DHCP-based		
		The Switch should have Scalable ASIC-based wire speed network monitoring and accounting with no impact on network performance.		
		The Switch should support Industry-standard CLI with a hierarchical structure		
		The Switch should support Management security restricts access to critical configuration commands, provides multiple privilege levels with password protection, and local and remote syslog capabilities allow logging of all access		
		The Switch should support SNMP v2c/v3 provides SNMP read and trap support of industry standard Management Information Base (MIB), and private extensions sFlow (RFC 3176)		
		The Switch should support Remote monitoring (RMON) with standard SNMP to monitor essential network functions. Supports events, alarms, history, and statistics groups as well as a private alarm extension group; RMON, XRMON,		

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		and sFlow provide advanced monitoring and reporting capabilities for statistics, history, alarms and events		
		The Switch should support TFTP and SFTP support offers different mechanisms for configuration updates;		
		The Switch should support Debug and sampler utility support ping and traceroute for IPv4 and IPv6		
		The Switch should support Network Time Protocol (NTP) synchronizes timekeeping among distributed time servers and clients		
		The Switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP) advertises and receives management information from adjacent devices on a network, facilitating easy mapping by network management applications		
		The Switch should support Dual flash images provides independent primary and secondary operating system files for backup while upgrading		
		The Switch should support Assignment of descriptive names to ports for easy identification		
		The Switch should support Multiple configuration files which can be stored to a flash image		
		The Switch should support Ingress and egress port monitoring enable more efficient network problem solving		
		The Switch should support Unidirectional link detection (UDLD) monitors the link between two switches and blocks the ports on both ends of the link if the link goes down at any point between the two devices		
		The Switch should support IP SLA for Voice monitors quality of voice traffic using the UDP Jitter and UDP Jitter for VoIP tests		
<b>5</b>	<b>Multicast</b>	The Switch should support IGMP Snooping to allow multiple VLANs to receive the same IPv4 multicast traffic, lessening network bandwidth demand by reducing multiple streams to each VLAN		

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		The Switch should support Multicast Listener Discovery (MLD) enables discovery of IPv6 multicast listeners; supports MLD v1 and v2		
		The Switch should support Internet Group Management Protocol (IGMP) and Any-Source Multicast (ASM) to manage IPv4 multicast networks; supports IGMPv1, v2, and v3		
		The Switch should support 4094 VLAN IDs		
<b>6</b>	<b>Layer 2 Switching</b>	The Switch should support Jumbo packet to improves the performance of large data transfers and support frame size of up to 9198 bytes		
		The Switch should support IEEE 802.1v protocol VLANs to isolate select non-IPv4 protocols automatically into their own VLANs		
		The Switch should support Rapid Per-VLAN Spanning Tree (RPVST+) to allow each VLAN to build a separate spanning tree to improve link bandwidth usage.		
		The Switch should support MVRP to allow automatic learning and dynamic assignment of VLANs		
		The Switch should support VXLAN encapsulation (tunnelling) protocol for overlay network that enables a more scalable virtual network deployment		
		The Switch should support Bridge Protocol Data Unit (BPDU) tunnelling to Transmits STP BPDUs transparently		
		The Switch should support Port mirroring duplicates port traffic (ingress and egress) to a monitoring port and support minimum 4 mirroring groups		
		The Switch should support STP supports standard IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)		
		The Switch should support Internet Group Management Protocol (IGMP) Controls and manages the flooding of multicast packets in a Layer 2 network		
<b>7</b>	<b>Layer 3 Routing</b>	The Switch should support Open shortest path first (OSPF) to deliver faster convergence.		

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		The Switch should support OSPFv2 for IPv4 routing and OSPFv3 for IPv6 routing		
		The Switch should support Static IP routing provides manually configured routing		
		The Switch should support Static IPv4 and IPv6 routing to provide simple manually configured IPv4 and IPv6 routes		
		The Switch should support IP performance optimization to provide a set of tools to improve the performance of IPv4 networks including directed broadcasts, customization of TCP parameters, support of ICMP error packets, and extensive display capabilities		
		The Switch should support Dual IP stack to maintain separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design		
<b>8</b>	<b>Convergence</b>	The Switch should support IP multicast snooping (data-driven IGMP) to prevent flooding of IP multicast traffic		
		The Switch should support LLDP-MED (Media Endpoint Discovery) to define a standard extension of LLDP that stores values for parameters such as QoS and VLAN to automatically configure network devices such as IP phones		
		The Switch should support Auto VLAN configuration for voice RADIUS VLAN uses a standard RADIUS attribute and LLDP-MED to automatically configure a VLAN for IP phones		
<b>9</b>	<b>Security</b>	The Switch should support integrated trusted platform module (TPM) for platform integrity. This ensure the boot process started from a trusted combination of switches.		
		The Switch should support Access control list (ACL) support for both IPv4 and IPv6 to allow for filtering traffic to prevent unauthorized users from accessing the network, or for controlling network traffic to save resources. rules can either deny or permit traffic to be forwarded. rules can be based on a Layer 2 header or a Layer 3 protocol		

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		header		
		The Switch should support ACLs filtering based on the IP field, source/ destination IP address/subnet, and source/ destination TCP/UDP port number on a per-VLAN or per-port basis		
		The switch should support Enrollment over Secure Transport (EST) and Remote Authentication Dial-In User Service (RADIUS)		
		The Switch should support Terminal Access Controller Access-Control System (TACACS+) delivers an authentication tool using TCP with encryption of the full authentication request to provide additional security		
		The Switch should support Control Plane Policing sets rate limit on control protocols to protect CPU overload from DOS attacks		
		The Switch should support multiple user authentication methods. Uses an IEEE 802.1X supplicant on the client in conjunction with a RADIUS server to authenticate in accordance with industry standards		
		The Switch should support Web-based authentication provides a browser-based environment, similar to IEEE 802.1X, to authenticate clients that do not support IEEE 802.1X		
		The Switch should support MAC-based client authentication		
		The Switch should support Concurrent IEEE 802.1X, Web, and MAC authentication schemes per switch port accepts up to 32 sessions of IEEE 802.1X, Web, and MAC authentications		
		The Switch should support Secure management access delivers secure encryption of all access methods (CLI, GUI, or MIB) through SSHv2, SSL, and/or SNMPv3		

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		The Switch should support Switch CPU protection to provide automatic protection against malicious network traffic trying to shut down the switch		
		The Switch should support ICMP throttling defeats, ICMP denial-of-service attacks by enabling any switch port to automatically throttle ICMP traffic		
		The Switch should support Identity-driven ACL to enable implementation of a highly granular and flexible access security policy and VLAN assignment specific to each authenticated network user		
		The Switch should support STP BPDU port protection to block Bridge Protocol Data Units (BPDUs) on ports that do not require BPDUs, preventing forged BPDU attacks		
		The Switch should support Dynamic IP lockdown with DHCP protection to block traffic from unauthorized hosts, preventing IP source address spoofing		
		The Switch should support Dynamic ARP protection to blocks ARP broadcasts from unauthorized hosts, preventing eavesdropping or theft of network data		
		The Switch should support STP root guard to protects the root bridge from malicious attacks or configuration mistakes		
		The Switch should support Port security to allow access only to specified MAC addresses, which can be learned or specified by the administrator		
		The Switch should support MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
		The Switch should support Source-port filtering to allow only specified ports to communicate with each other		
		The Switch should support Secure shell to encrypt all transmitted data for secure remote CLI access over IP networks		
		The Switch should support Secure Sockets Layer (SSL) to encrypts all HTTP traffic, allowing secure access to the		

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		browser-based management GUI in the switch		
		The Switch should support Secure FTP to allow secure file transfer to and from the switch and protect against unwanted file downloads or unauthorized copying of a switch configuration file		
		The Switch should support Critical Authentication Role to ensure that important infrastructure devices such as IP phones are allowed network access even in the absence of a RADIUS server		
		The Switch should support MAC Pinning to allow non-chatty legacy devices to stay authenticated by pinning client MAC addresses to the port until the clients logoff or get disconnected		
		The Switch should support Management Interface Wizard to help secure management interfaces such as SNMP, telnet/SSH, SSL, Web.		
		The Switch should support Security banner displays a customized security policy when users log in to the switch		
		The Switch should support Green initiative for RoHS (EN 50581:2012) and WEEE regulations		
<b>10</b>	<b>Certification</b>	EN 60950-1:2006 EN 62368-1 UL 60950-1 CAN/CSA-C22.2 No. 60950-1-07 IEC 60950-1:2005 IEC 62368-1:2014 CNS-14336-1		

14.1.19 Cat 6 Patch Panel

<b>Cat 6 Patch Panel</b>			
<b>Bidder Name</b>			
<b>Make</b>			
<b>Model No.</b>			
<b>Sl. No.</b>	<b>Minimum Specification</b>	<b>Compliance (Yes/No)</b>	<b>Datasheet Page Reference</b>
1	CAT6A UTP loaded Patch Panel compliant to ANSI TIA 568-C.2, ISO/IEC 11801 Class EA, 1U with rear cable management		

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2	Panel ports with RJ45 jack in the front and Insulation Displacement Connector (IDC) at the rear of the module.		
4	Shall be Intertek tested and certified under worst-case 100 meter (4-connector channel), to deliver the minimum guaranteed channel performance as per ANSI/TIA 568-C.2 CAT6A.		
5	The patch panel type shall be compliant to IEC 60603-7-4/Any other Third Party certificate to be provided.		
6	The panel shall support universal T568 A/B wiring labeling and 110 connector terminations on rear of panel allowing for quick and easy installation of 22 to 24 AWG cable		
7	The panel shall be equipped with a removable rear mounted cable bundle managers and labels		
8	Insertion Life: Min 750 insertions		
9	RJ45 connectors are equipped with a locking. They do not require a special tool and can be re-wired if a mistake is made.		
11	Supplied with colored labels as optional		
12	Universal mounting of all cabinets or enclosures		
14	Equipped with rear cable guide to hold cable during maintenance		
15	The panel shall be UL Listed or ETL verified		
16	Operating Temperature: -Up to 60°C		
17	19" panel - 1 U		
18	The performance warranty for overall installation shall be for 25 years by manufacturer.		

14.1.20 Collection Kiosk POS

Collection Kiosk POS			
<b>Bidder Name</b>			
<b>Make</b>			
<b>Model No.</b>			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	22-inch LCD capacitive touch screen		
2	Processor- Dual Core 2.4 Ghz or better		
3	Memory- 4GB		
4	HDD- 64 GB or better		
5	Interface/Ports- RJ45×1;USB×2; Power×1;HDMI×1 ; Audio out×1		

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6	32-inch LCD advertising display, including printer, card reader, QR code scanning gun		
7	Supports vehicle parking position locator		
8	Displays the parking space information and guides the driver to park their car quickly		
9	Displays parking space picture & planned parking route		
10	Shows a 'preview the parking space' video		
11	Supports query function according to license plate number, card number, QR code, parking lot number and parking time, etc.		
12	Supports charging function according to license plate number, card number, QR code, etc.		
13	OS-Windows		

14.1.21 User Fare Display

User Fare Display			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	24X7 Operational, IP5x Rating, Energy Star rated, 4K/UHD 46" LED Display		
2	Brightness: Max 500 cd/m2		
3	Viewing Angle:175Deg or better		
4	Contrast Ratio: 1000:1 or better		
5	Response Time: 10ms or better		
6	Should have inbuilt 1.1 Ghz Processor and 2GB Memory or better		
7	Should have min 1 USB, 2 HDMI/ Display ports		
8	Typical Power consumption:190 watt/h		

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9	Operating Temperature:0°C~ 40°C		
10	Certification: BIS, FCC class A/CE		

14.1.22 Junction Box

Junction Box			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	IP65 or better junction box Minimum JB size 90 cm x 90 cm x 60 cm suitable for outdoor application, suitable for use in extreme weather conditions.		
	Junction Box- Pole mounted type having all the mounting accessories with Compact LIU - 6 Core fully loaded with Splice box, Tray, Adaptor, Patch cord-3 Nos and Cable spool, I/c termination etc.		
2	The box shall have customized locking mechanism.		
3	The box shall have wire management ( power, Ethernet Loop).		
4	The box shall fit all the field equipment (Media Converter/Switch, Power Supply, PoE injector, Patch Panels etc.) with proper mounting arrangements.		
5	The door shall be surface mounted with 130° opening. It shall have concealed removable hinges with captive pin. Hinges can be mounted to allow left- or right-hand opening.		
6	Sealing shall be ensured by an injected one-piece polyurethane gasket or better.		
7	Bidders will have to estimate the size of the junction box which shall accommodate all the equipment installed on the field for any location.		
8	The junction box shall be of SS construction complete with SS mounting arrangements, accessories, bolts, nuts, washers, screws, etc.		
9	JB shall have power isolation provisions using Double pole MCB for incomers & outgoings in addition to RCCB's.		

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10	JB shall have terminal blocks( <b>WAGO only</b> ) for power wiring & for connection of communication wires (part of OFC cable), properly segregated.		
11	All individual components in the Junction Box shall be provided with clear & legible printed acrylic labels indicating the component type.		
12	The junction box shall also have a drawing pocket complete with all as-built drawings for the relevant Junction Box.		
13	All cable entries shall be through double compression SS cable glands (only from the bottom of Junction Box).		
14	Unused cable entries shall be provided with SS plugs.		
15	Junction box shall be provided with an additional FRP canopy to completely cover the Junction Box from rainfall (in any direction). The Canopy shall have suitable coverage.		

14.1.23 Camera Pole

Camera Pole			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Height - as required based on site topography & coverage requirements, including any overlapping coverages with adjacent cameras; Successful bidder to provide the detailed drawings of Poles and specifications of the pole. Supply & Erection of minimum 5/7/10Mtrs long continuously tapered octagonal pole (bolt fixing type) in single section, with single longitudinal weld & Hot Dip Galvanized as per BSEN ISO 1461 Thickness: Average 70 Microns as per IS 2629 suitable for the CCTV. <b>Note: Suitable Cantilevers to be provided with each Pole as per site requirement to avoid large trees and vegetation blocking FOV of cameras without any additional cost.</b>		

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installation including providing and laying in position 1:2:4 CC (1 Cement 2 Coarse Sand 4 Graded Stone Aggregate 40 mm Nominal size) of 450 x 450x 1000 mm deep, with 32mm GI pipe medium class collar bend for cable entry at the bottom of the foundation i/c grouting of 4 Nos. foundation bolts, including excavation & refilling in RCC Road complete as required as per drawing and specifications attached and with following specifications:		
(a) Top dia – 75 mm		
(b) Bottom dia – 125 mm		
(c) Thickness of sheet – 3mm (Not less than 3mm)		
(d) Base plate size – 200x200x16mm		
(e) The pole shall be complete with following:- Set of foundation bolts – 4 nos., 25mm dia, 750mm in length, complete with anchor plate. The foundation bolt shall be hot dipped galvanized.		
e. Pole construction shall not result-in / allow for water collection/stagnation inside the same.		
f. Foundation Depth-1500 mm		
g. Earthing arrestors should be there top of all poles and proper Body earthing using GI earth electrode of each Poles to be done by Concessionaire		

14.1.24 Vehicle RFID Tag

Vehicle RFID Tag				
Bidder Name				
Make				
Model No.				
Sl. No	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Type	Passive Tags Write once Read Many Reading range 10 meter or better		
2	Frequency	Compatible with offered Long range RFID reader		
3	Data Transfer Rate	At least 512 kbps		
4	Protocol	EPC Gen 2, ISO 18000-6C		

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5	Tag Memory	Unique Tag ID – 64 bits, EPC memory – 240 bits It should be able to store the unique tag reference ID, vehicle number, chassis number, and other key details.		
6	Tag ID	Tag should be programmed with unique Tag ID of 26/32/64 bit. Tag ID to be divided in to 2 parts –Facility code & Serial no.		
7	Dimensions (including the substrate/ backing)	Maximum area occupied on the windshield shall be 50 Sq. cm.		
8	Material	Plastic substrate with printed antenna		
9	Physical printing of Tag ID on the Tag	The Tag ID shall be physically printed on the Tag using the Hexadecimal numbering system and shall be adequately clear for easy visual recognition		
10	Tamper Proof RFID Label	The tags should be RFID Tamper Proof Label specially designed for tagging directly to a substrate, such as Glass on an automobile. Any attempt to rip or tamper the label should result in disabling the functionality of the tags to ensure a unique one to one relationship between the tag and the vehicle thereby preventing unauthorized tag removal and transfers. Such features of the RFID label should result in following actions: 1. Destroy or Damage the Antenna 2. Break the chip antenna connection. The manufacturing process, construction of tags and associated materials should ensure reliable tamper indication even when sophisticated tamper methods of Mechanical Attack (e.g. Razor Blades, Knives etc.), Chemical Attack (using Corrosives, Solvents etc.) and Thermal Attacks are employed. For 2 wheelers, Tag should be pasted on head light or as Keychain Tag		
11	Environmental Conditions	Humidity: Suitable for inside vehicle mounting on glass Operating Temperature: 0°C to 50°C		
12	Other Features	The RFID Tag shall be installed at a fixed location (to be optimized for different class of vehicles) on the inside of the Windshield of the vehicle. The RFID Tag shall have a self-adhesive backing with which it can be fixed to inside of the windshield. It allows reliable and accurate reading of the Tag by the Transceiver located at a specified distance. The RFID chip and/ or the antenna gets irreparably damaged when an attempt is made to remove the installed Tag from the windshield by any means.		

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14.1.25 RFID Antenna

RFID Antenna				
Bidder Name				
Make				
Model No.				
Sl. No.		Minimum Specification	Compliance (Yes/No)	Datasheet Page Reference
1	Type	The long range RFID readers shall be installed for vehicle control integrated with the boom barrier at the entry gates		
2	Range	The long range reader will be connected to a controller. It should detect the vehicles, provided with RFID tags, from the distance of 10 meters and shall open boom barrier automatically.		
3	Mounting Kit	SS pole with suitable mountings shall be provided to mount readers at suitable height. If required, a weather proof canopy to protect reader from different weather conditions shall also be provided without affecting the range of the reader		
6	Frequency	Typical frequency range : Should operate between 865 – 868 MHz or 900-928 Mhz as per EPC Gen 2 standards		
7	Regulatory Compliance	RoHS, CE0682		
8	Gain	13dBi (min)		
9	VSWR	1.7: 1(max)		
10	Polorization	Linear (Vertical or Horizontal)		
11	3dB Beamwidth	37 degree (typ)		
12	Sidelobes Level	-15 dB		
13	F/B Ratio	-15 dB (max)		
14	Cross Polarazation	-20 dB (max)		
15	Power	6W (max)		
16	Input Impedence	50 (ohm)		
17	Lightning Protection	DC Grounded		
18	Mounting Kit	to be supplied		
19	Radome Material	Plastic		
20	Base Plate Material	Aluminum with Chemical conversion coating		
21	<b>TEST</b>	<b>STANDARD</b>		
22	Low Temperature	IEC-68-2-1		
23	High Temperature	IEC- 68-2-2		
24	Temperature Cycling	IEC_68-2-14		

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25	Vibration	IEC-60721-3-4		
26	Shock Mechanical	IEC-60721-3-4		
27	Humidity	ETSI EN300-2-4 T4.1E		
28	Water Tightness	IEC529		
29	Solar Radiation	ASTM G53		
30	Flammability	UL94		
31	Salt Spray	IEC 68-2-11Ka		

14.1.26 RFID Reader

RFID Reader			
Bidder Name			
Make			
Model No.			
Sl. No.	Features	Minimum Specification	Compliance (Yes/ No)
1	Ports	Should support 4 or more ports per reader with individual power setting capability	
2	Processor	600 MHz or better	
3	Memory	min Flash 512 MB; DRAM 256 MB or better	
4	GPIO	min 4 inputs, 4 outputs, optically isolated	
5	IP rating	min IP66 with enclosure	
6	SAR/ MPE	complies to FCC 47CFR2:OET Bulletin 65; EN 50364	
7	Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life.	
8	ISO standard	ISO 180006C (EPC Class 1 Gen 2) ISO 180006B	
9	Power Output	Plus 10dBm to plus 33dBm	
10	Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1 Other: ROHS, WEEE	
11	Retain & Transmit	Device should have capability to retain the data when there is failure of network and transmit automatically when network is available	
12	Host interface	1) The Reader should support communication with the HOST without any additional softwares. Including secure MQTT, HTTPS post, Secure Websocket interface 2) True cloud interface with intelligent IOT protocol (MQTT) 3) Reader should have capability to communicate on MQTT to the broker or to Websocket over MQTT.	
13	Security	Protect network services on the reader using SSL/TLS protocol using Public Key Infrastructure digital certificates to secure the communication channel against eavesdropping or tampering, and optionally authenticate peer networked nodes	

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		involved in the communication.	
14	Reader min tag Sensitivity	min <-85dbi or better	
15	Application	Dense tag environments, Should support Dense reader mode	
16	Safety and health	IEC 60950-1 , UL 2043	
17	Reader frequency selection	Reader should have the capability to either be configured on FHSS or individually on one of the available 4 channels based on site dynamics	
18	Service center	OEM should have authorized ISO certified Service Center in India.	
19	Regulatory compliances	BIS, ROHS, WPA	
20	Install base	OEM should have installed base of minimum 2000 units of the same devices in India	

14.1.27 RFID Tag Encoder

RFID Tag Encoder				
Bidder Name				
Make				
Model No.				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Protocol	EPC Class 1 Gen2 (ISO18000-6C), ISO18000-6B		
2	Work Frequency	Standard ISM 865-868MHz, 900~928MHz (frequency can be customized)		
3	Power Output	0-30dBm(adjustable)		
4	Antenna Built-in	2.5dBm		
5	Interface	TCP/IP/Serial/USB		
6	Read Range	0-300 mm		
7	Write Range	0-100 mm		
8	Activity Mode	Buzzer and Led		
9	Input Power	DC 6V/ DC 12 V (Power Adapter) or powered by USB		
10	Dimension	Suitable		
11	Environmental Humidity	: 5%-80% Condensing Relative Humidity		
12	Operating Temperature	: 0°C to 50°C		
13	Compliance to	Compliant with CE,FCC		

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Standard			
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14.1.28 Outdoor UPS

Outdoor UPS				
Bidder Name				
Make				
Model No.				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Capacity & Type	Adequate capacity to cover all above IT Components at respective location. UPS Should be preferably DIN Rail mount type suitable for outdoor locations		
2	Output Wave Form	Pure Sine wave		
3	Input Power Factor at Full Load	>0.90		
4	Input	Three Phase 3 Wire for over 5 KVA		
5	Input Voltage Range	305-475VAC at Full Load		
6	Input Frequency	50Hz +/- 3 Hz		
7	Output Voltage	400V AC, Three Phase for over 5 KVA UPS		
8	Output Frequency	50Hz+/- 0.5% (Free running); +/- 3% (Sync. Mode)		
9	Inverter efficiency	>90%		
10	Over All AC-AC Efficiency	>85%		
11	UPS shutdown	UPS should shutdown with an alarm and indication on following conditions 1) Output over voltage 2) Output under voltage 3)Battery low 4) Inverter overload 5) Over temperature 6) Output short		
12	Battery Backup	60 minutes in full load		
13	Battery	Li-Ion only		
14	Indicators & Metering	Indicators for AC Mains, Load on Battery, Fault, Load Level, Battery Low Warning, Inverter On, UPS on Bypass, Overload, etc.		

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15		Metering for Input Voltage, Output Voltage and frequency, battery voltage, output current etc.		
16	Audio Alarm	Battery low, Mains Failure, Over temperature, Inverter overload, Fault etc.		
17	Cabinet	Rack type only		
18	Operating Temp	Up to 55 Deg on Full Load		
19	Solar Option	Bidders may propose an Hybrid UPS with Solar Panel option matching the above specification. If proposed then should come with suitable Solar charger from the UPS OEM.		

14.1.29 Power Cable

Power Cable			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	3-Core, 2.5 Sq mm, with annealed electrolytic multistrand copper conductor with resistance > less than 41 Ohm/Km; Fire retardant, low smoke, low toxic, PVC black outer sheath meeting BS-5308, insulated (min 0.3 mm inner+1.8 mm outer sheath) Rated for 1.1KV, For Outdoor: GI round wire Armored with galvanized steel wire with 90%+ coverage; IS 694:1990 reaffirmed 1995 or latest compliant. Cable drum lengths shall be adequately considered to minimize joints.		
2	Higher Cable sizes (if required) to meet the distance/higher current consumption requirements (from sources up to 500 Mtrs away) shall be considered by the bidder instead of the 2.5 sq.mm cables indicated. Shall prevent moisture ingress even due to outer sheath damage/ poorly sealed joints. Cable shall be suitable for direct burial also. Cable shall have its running meter stamped/marked every 1 Mtr (to be resistant to damages caused by cable pulling activities). UV resistant outer		

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	insulation of Black color.		
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14.1.30 Earthing

Earthing			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	All electrical components shall be design manufactured and tested in accordance with relevant Indian Standard IECs, BIS etc.		
2	All outdoor cabling to be done using ISI marked Metal conduit only and suitable metal joints, bends to be used. For indoor cabling ISI marked PVC conduit and suitable PVC joints, bends to be used.		
3	Suitable ISI marked MCBs, Surge protectors, ACDBs and switch boards to be installed by the concessionaire as per site requirement. No loose or open wiring, cable joint, termination allowed at any location.		
4	High Resistance Earthing to be done with min specification as – 17 mm X <b>3 meter Pure Copper</b> bonded rod 250 micron, CPRI tested pre-welded with connection clamp on top 10*50*5. Highly conductive earthing mix compound with Carbon content more than 65 percent as per IS:1350, Sulphur content less than 0.4 percent as per ISO 4689- 3 and tested for resistivity as per IEC 62561-7 and ASTM G57-06 for resistivity of 0.2 ohms or less from national test house or NABL approved any other government lab. Heavy duty poly plastic earth pit cover of 10" dia (EPC 10) should be used to cover the earth pit. he cover must be		

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	tested for load bearing capacity of more than 1 ton.		
5	1 Earthing to be done for each type of UPS.		

14.1.31 High Density Polyethylene (HDPE) Pipe

HDPE			
Bidder Name			
Make			
Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Should be Heat/Flame resistant durable and chemical resistant mechanically protective Conduit Pipe with required accessories (couplers etc.) for underground/wall mount cable laying. The conduit shall be laid along the length of cable & shall be glands at both ends. Supply of necessary Glands, couplers, etc. shall be part of bidder's scope.		
2	Diameter:50 mm outer diameter (OD)		
3	Strength: 10 Kg/cm <sup>2</sup> or higher		
4	Wall Thickness:4.0±0.3		
5	Weight - 150gm, Strength -10Kg/cm <sup>2</sup> or higher		
6	Must be TSEC Certified and certificate need to be submitted		

14.1.32 Metal Conduit

Metal Conduit	
Bidder Name	
Make	

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Model No.			
Sl. No.	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	2"/4" C-Class ISI marked GI Pipe with required accessories for road/gate/other Road crossings for all outdoor locations		

14.1.33 SDWAN Firewall

SDWAN Firewall				
Bidder Name				
Make				
Model No.				
Sl. No.	Parameters	Minimum Specification	Compliance (Yes/ No)	Datasheet Page Reference
1	Type	Cloud Managed Next-gen layer 7 SDWAN firewall		
2	Stateful firewall throughput	600 Mbps		
3	Advanced security throughput	300 Mbps		
4	Maximum site-to-site VPN throughput	300 Mbps		
5	Maximum site-to-site VPN tunnels	50		
6	WAN interfaces (dedicated)	2 x GbE RJ45 1 x USB (cellular failover1)		
7	LAN interfaces (fixed)	4 x GbE RJ45		
8	Wireless	2X Wireless external omni antenna		
9	Operating temperature	Up to 45 Degree C		
10	IPS/IDS	Intrusion prevention: PCI I 3.2-compliant IPS sensor		

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11	Other Features	Application-based firewalling, content filtering, web search filtering, SNORT®-based intrusion detection and prevention, Advanced Malware Protection (AMP), site-to-site Auto VPN, client VPN, WAN and cellular failover, dynamic path selection, web application health, VoIP health, and more. SD-WAN can be easily be extended to deliver optimized access to resources in public and private cloud environments with virtual appliances.		
12	Management Software & License	The SDWAN Firewall device should come with all onsite mangement software and Cloud based orchestration software license for local and remote maangement and monitoring.		

## 14.2 Non-Functional Requirements of Parking Management System:

### 14.2.1 QR Code Reader

Sr.	Parameters	Specification	Yes/No
1	1D Symbology Decode Capability	UPC/EAN (UPCA/UPCE/UPCE1/ EAN-8/EAN-13/JAN-8/JAN-13 plus supplemental, ISBN (Bookland), ISSN, Coupon Code), Code 39 (Standard, Full ASCII, Trioptic, Code 32 (Italian Pharmacode), Code 128 (Standard, Full ASCII, UCC/EAN- 128, ISBT-128 Concatenated), Code 93, Codabar/NW7, 2 of 5 (Interleaved 2 of 5, Discrete 2 of 5, IATA, GS1DataBar Omnidirectional, Truncated, Stacked, Stacked Omnidirectional, Limited, Expanded, Expanded Stacked)	

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Sr.	Parameters	Specification	Yes/No
2	2D Symbology Decode Capability	TLC-39, Aztec (Standard, Inverse), MaxiCode, DataMatrix/ECC 200 ( Standard, Inverse), QR Code ( Standard, Inverse, Micro)	
3	Nominal Working	10 cms Omnidirectional	
4	Light Source	Aiming pattern: Single dot, 625nm LED	
5	Environmental	Compliant with RoHS Directive 2002/95/EC	
6	Print contrast	minimum 35% reflective difference	
7	Scan rate	100 scans per second	
8	Image Transfer Speed	USB 2.0: Up to 12 Megabits/second RS-232: Up to 115 kb/second	
9	Interfaces	USB, RS-232, RS-485	

#### 14.2.2 Thermal Receipt Printer

Sr.	Parameters	Specifications	Yes/No
1	Print method	Thermal line Printing	
2	Font	9x17/12x24	
3	Column Capacity	56 / 42 columns	
4	Character Size (W x H)	0.99 x 2.4 mm / 1.41 x 3.39 mm	
5	Character Set	95 Alphanumeric, 18 set International, 128 x 43 Graphic, Bar code: UPC-A, UPC-E, JAN8(EAN), JAN13(EAN), CODE39, CODE93, CODE128, ITF, CODABAR, GS1-128,GS1 DataBar,Two-dimensional Code: PDF417, QRCode, MaxiCode, 2D GS1 Data Bar, Composite Symbology Code: PDF417, QRCode, MaxiCode, 2D GS1 Data Bar, Compote Symbology	
6	Character Structure	12 x 24 / 9 x 17 / 9 x 24 (including 2-dot spacing horizontally)	
7	Interface	Built-in USB + UIB (Serial or Parallel or Ethernet Interface)	
8	Data Buffer	4KB or 45 bytes	
9	Print speed	Min. 100 mm/ sec	
10	Dot Density	180 x 180 dpi*	
11	Supply Voltage	24VDC±7%	

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12	Power Consumption	Approx. 1.8A (Mean)	
13	D.K.D. Function	2 Drivers	
14	Printer Mechanism Life	20 million lines	
15	Auto cutter life	2 million cuts (when using OJI Paper PD150R or PD160R)	
16	MTBF	360,000 hours	
17	MCBF	70 million lines	
18	EMC & Safety Standards	UL / FCC, CE Marking, AS / NZS CISPR22 Class A, IP54	
19	Ingress protection	IP 54	

14.2.3 User fare Display

Sr.	Parameters	Specifications	Yes/No
1	Display lines	The UFD shall display 2 lines of a 15 character each with a pixel pitch of 2mm. The size of each character per line should be approximately 50mm(H) x 40mm(W)	
2	Display Type	UFD Shall be LED full matrix message module with High intensity LEDs. The UFD shall also have mounting brackets	
3	Display Language	The display units shall support multi-lingual fonts in Hindi and English for easy reading	
4	Character height	60 mm at least	
5	Type of	IP66	
6	Temperature	0 C to +55 C.	
7	Power Supply	240Vac at 20W	
8	LED type	Ultra bright AllnGaP LEDs	
		8000mcd at 20mA, 300 viewing angle	
		Suitable for outdoor condition under bright sunlight	
9	Communication	RS232 and Ethernet	
10	Self-Diagnostics	The display systems shall have built-in test facility, able to carry out self- check at periodic intervals as well as exchange of diagnostic information from the parking management central system including power availability, and its current status	
11	Reliability and	MBTF: 100000 hours	
		MTTR: 15 min.	

14.2.4 Handheld POS

Sr. No	Parameters	Specifications	Yes/No
1	Specification	The handheld machine shall have an integrated display and thermal printer that can be easily read under all conditions of	
2		It shall be possible to upgrade the firmware/software from the central server, configuration list such as routes along with fare and other related details, etc., data from and to the central server using the 3G/4G technology of the cellular operator installed on the device remotely or using wired communication.	
3		If for any reason the fare media cannot be read automatically using the readers on the handheld, there shall be an arrangement to manually	
4		The handheld machine shall store all required transaction data on-board, including: <ul style="list-style-type: none"> <li>a. Parking Location</li> <li>b. Parking Operator Name and ID</li> <li>c. Date and time of transaction</li> <li>d. Device ID</li> <li>e. Tariff Tables</li> <li>f. Ticket serial number</li> <li>g. Transaction Value</li> <li>h. Method of Payment – Mobile Wallet/Card/UPI or any other digital mode of payment</li> <li>i. Transmission Status (i.e. successfully</li> </ul>	
5		Upon successful completion of the transaction the handheld machine shall transmit transaction data to the central system including: <ul style="list-style-type: none"> <li>a. Date and Time of Transaction</li> <li>b. Device Identification Number</li> <li>c. Ticket Serial Number</li> <li>d. Location</li> <li>e. Vehicle number</li> </ul>	
6		The handheld machine shall be preferably of a one-piece unit or maximum two-piece configuration (e.g. with separate printing	

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Sr. No	Parameters	Specifications	Yes/No
7		The handheld machine shall have sufficient memory to store a minimum of one week worth of transaction records (at least 10,000 records) apart	
8		The handheld machines shall be designed to operate from an internal, battery source which can be charged and re-	
9		The handheld shall operate continuously for minimum 8 (eight) hours without any disruption to the operations at any given instance during the shifts. The Concessionaire shall ensure that appropriate back-up arrangements are made for the	
10		The battery shall be field replaceable without any loss of data, with field	
11	Handheld	CPU: Qualcomm 1.3 GHz quad-core or higher	
12	Performance	RAM: 2GB	
13	Specifications	ROM: 16GB	
14	WLAN	IEEE802.11 a/b/g/n	
16	Bluetooth	Bluetooth 4.0	
17	GPS	GPS, AGPS	
18	1D Imager Scanner Symbologies	UPC/EAN, Code128, Code39, Code93, Code11,	
19	2D Imager Scanner Symbologies	Datamatrix, QR code, Micro QR code, Aztec,	
20	Weight	Shall Not exceed 0.5Kgs	
21	Display	Shall have minimum 4" WVGA (480*800)	
22	Touch Panel	Rugged capacitive touch panel	
23	Power	Li-ion Battery powered	
24	Expansion Slot	1 CONCESSIONAIREM, 1 MicroSD (TF) slot	
25	Interfaces	Standard serial communications ports and USB Micro-B	
26	Handling	Handheld shall have an arrangement to hang over the neck of the operator and also a fastening arrangement to the palm for prolonged usage. Both the arrangements shall ensure that the operator	
27	Keypad	Numeric / Qwerty	
28	Sensors	Light Sensor, Proximity Sensor	
29	Operating Temperature	0 C to +55 C	
30	Humidity	5%RH - 95%RH non condensing	
31	Drop Specifications	Multiple 1.2m drops to concrete	

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Sr. No	Parameters	Specifications	Yes/No
32	Tumble Specifications	1000 x 0.5m/1.64ft falls at room temperature	
33	Ingress Protection	IP64	
34	Certifications	It should have the following certifications <ul style="list-style-type: none"> <li>• PCI PTS V 4.0 Onwards</li> <li>• EMI L1 &amp; L2</li> <li>• VISA Pay Wave</li> <li>• E-Cash Certification</li> <li>• Union Pay Access License (including Scripts)</li> <li>• PIN Certification</li> <li>• CCC Certification</li> <li>• RoHS Certification</li> <li>• Any other certifications in accordance with all applicable RBI &amp; NPCI rules.</li> </ul>	
35	Compliance	The POS terminals must be compliant with the latest NCMC (National Common Mobility Card Program) specifications as issued by NPCI (National Payments Corporation of India).	
36	Compatibility	It should be possible to read all types of cards accepted by VISA, MASTER CARD, RUPAY etc.	

## 15. Other Activities Permitted for Concessionaire

The sustainability of this project is one of the key factors which will contribute to the success of this project. Hence, B.M.C. is considering to permit other activities related to parking which the concessionaire may carry out in order to strengthen the revenue and thus enhance the project's sustainability.

The activities which may be carried out in Public Parking Lots (i.e. Off-Street locations) are listed below.

### 1. Valet Parking

Valet Parking is a service where cars are taken to off-street parking at a distance by an attendant at a point of owner's arrival/point of departure, or at dedicated pick up drop off points on an additional charge.

Through this service off-street parking could be made more attractive and convenient wherever necessary.

- a. The option of valet parking shall be open to the concessionaire to fill the spaces in the Parking Lot.
- b. Valet parking service shall be provided by the concessionaire at the entry point or nearby catchment location of PPL or on designated points.
- c. The service shall be IT integrated for the convenience of the commuters.

### 2. Parking Lodge

A long-term off-street parking facility where people can park their vehicles for a long duration of time, i.e., by-monthly/ yearly basis, usually when they travel out of town. Vehicles are kept safe and in maintained condition.

- a. Concessionaire shall be allowed to facilitate a parking lodge for a period of 1 month to 1year.
- b. Maintenance service provision like car wiping, driving once in a week for maintenance purpose and checking of air pressure in tyre shall be allowed for the vehicles parked under this category.
- c. Concessionaire shall keep the vehicle in maintained condition during the period of parking.
- d. An affidavit shall be prepared on submission of authenticated vehicle documents to the Concessionaire in consultation with the ward

### 3. Vintage Car Parking

Any passenger car or two-wheeler that is at least 50 years old from its original first date of registration (including imported vehicle) and is registered Vintage Vehicle under Central Motor Vehicle Rules 1989.

- a. Allow vintage car parking in the PPLs with high capacity (GS ward) under allowable activities, such as; mechanical ventilation, carpet, lighting, cafeteria, carwash, toilets, etc
- b. For vintage car hub/ gallery/ museum where there is a possibility of ticketing and earning revenue or masses to visit to view the same.

### 4. Towed Vehicle Parking

A designated off-street parking where towed vehicles are parked for further action.

- a. Vehicles towed by MTP shall be allowed in all PPLs for parking.
- b. Parking charge of towed vehicle shall be borne by the vehicle owner.

#### **5. Tourist Bus Parking**

Tourist buses that are privately owned and being used for public purposes inter and intra city.

- a. Parking shall be allowed for tourist buses in PPLs with bus parking availability.
- b. Parking facilities with single pass for multiple PPL shall be allowed.

#### **6. Subsistence**

Off-street parking for intermediate public transport with a yellow license plate issued by RTO, such as auto rickshaws, kaali-peeli cabs, taxis, tempo/jeeps, tourist cars, mobile application-based cab aggregators and private city mini-buses who are eligible for a livelihood discount. Consider C category public bus service charges/Livelihood discount - 0.5x.

#### **7. Advertisement Rights**

Advertisement display in PPLs to be permitted. Digital advertisement boards may also be permitted in on-street parking locations as per site feasibility and after approval from B.M.C.

All advertisement boards shall only be erected/affixed only after due approvals from the Superintendent of Licenses, B.M.C. v. It will be the responsibility of the concessionaire to apply for and obtain necessary license from the BMC License Department (Superintendent of Licenses) before installing any kind of advertisement boards. All advertisements need to be pre-approved by B.M.C.

- a. Only structural components such as columns shall display advertisements without impairing the structure's stability or obstructing light or ventilation.
- b. Internal advertisement rights to the contractor shall be given on payment of license fee to the BMC.

#### **8. 2-Wheeler Parking Reservation**

- a. 10% out of the capacity to be reserved for 2-wheeler parking.

#### **9. Pre-registered Car Parking**

Pre registered/pre used/showroom cars for the purpose of selling.

- a. Provision for Pre-registration/pre used Cars/ showroom cars based on the requirement in nearby showrooms.

#### **10. E-Vehicle Charging**

EVs charging station

- a. Provision of eV charging stations in all PPL's for private vehicles charging as well as for Ola, Uber green taxis.