Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model.

NEW DELHI MUNICIPAL COUNCIL (NDMC)

PALIKA KENDRA, NEW DELHI

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The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the NDMC 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 Bid, regardless of the conduct or outcome of the Bidding Process.

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1. INVITATION FOR PROPOSAL

1.1 **Name of the Work**: Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for on street, off street and indoor Parking Spaces in NDMC area on Public-Private-Partnership (**PPP**) model.

1.2 NDMC hereby invites bids for Selection of a Concessionaire for Design, Development, Implementation, Operation and Maintenance of Smart Parking Solution for on street, off street and indoor Parking Spaces (four wheelers and two wheelers) in NDMC area on PPP model for the concession period of seven(7) years (including maximum six month implementation period).Broadly the project includes following works:

(i) To provide and install magnetic-cum-optical/ magnetic-cum-IR sensors at each of the parking slots for Cars for every on street and off street parking, base station/ gateway, network routers/switches, smart parking equipment with hand held devices, automatic pay stations and boom barriers for off street and indoor/underground parking.

(ii) Installation of CCTV based surveillance system, including online data transfer on demand, and CCTV footage to central control room for on street and off street parking lots on demand by NDMC.

(iii) To provide and install necessary hardware and software for parking management and guidance system for on street, off street and indoor parking system.

(iv) To provide and install necessary LED signages (in English language and numerals) [Small size (of area round 1 sq. m.), large size (of area around 3 sq. m.) and Variable messaging sign board (of area around 6 sq. m.)].Large size and Variable messaging LED signages shall be confirming to IP 55 standard.LED signages will be for guidance to public regarding availability of parking spaces and other necessary information, at locations adjacent to each parking lot.

(v) Setup and maintenance of Central Control Centre including Data Centre with appropriate hardware and software for monitoring and managing of Smart Parking, and viewing, analyzing, storing and retrieval of the CCTV feed.

(vi) Mobile App for parking services, details of which has been provided in this RFP document.

(vii) Comprehensive operation and maintenance of all hardware and software installed under this project throughout the Concessionaire period.

(viii) To manage and collect revenue from users as per tariff fixed by NDMC from time to time for all the parking lots defined in this RFP document.

(ix) To pay NDMC a monthly concession fee based on the revenue sharing model, as percentage of revenue collected from users by the Concessionaire till the expiry of the concession period with minimum guaranteed revenue.

(x) To provide intelligent tow trucks alongwith driver and fuel for required operations and to be maintained by the concessionaire.

(xi) To ensure parking enforcement in NDMC area and to enable NDMC/Traffic Police in collecting penalties as per Government policy.

(xii) To provide recognition of each parking slot (ECS) with LED indicators for indoor parking displaying the availability of parking slots. Also includes maintenance and upgradation of parking guidance & management infrastructure at Palika Parking.

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

1.4 The RFP document can be obtained after depositing a Demand Draft of Rs 5,000 (Rupees Five Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi from the office, details of which are given below. The RFP document has been uploaded on NDMC's website. In case of downloaded RFP document, the Applicant is required to deposit a Demand Draft of Rs. 5000/- drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi while submitting the bid.

Office of the Executive Engineer (C)-I
Room No.1503, 15th Floor,
New Delhi Municipal Council
Palika Kendra
New Delhi – 110001
Tel No:- 011-23348418

All subsequent notifications, changes and amendments will be uploaded on the NDMC's website.

1.5 A three-envelope selection procedure shall be adopted as detailed in the RFP document.

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

1.7 Key Events and Dates

S.No.	Information	Details
1.	Advertising Date	09-11-2016
2.	Last date to send in requests for clarifications	17-11-2016 upto 11:00 A.M
3.	Date, Time and Place of Pre-Bid	17-11-2016 at 11:00 A.M

	conference	NDMC Conference Hall, 3rd Floor, Palika Kendra, New Delhi- 11000.
4.	Release of response to clarifications would be available at	Will be uploaded on the NDMC's Website. www.ndmc.gov.in
5.	Last date and time for submission of bids (Bid Due Date)	06-12-2016 upto 03:00 P.M.
6.	Technical Bid Opening Date & Time	06-12-2016 upto 03:30 P.M.
7.	Date for Presentation and Proof of Concept (POC)	To be informed
8.	Financial Bid Opening Date &Time	To be informed
9.	Address for communication and hard copy submission of documents / correspondence	**Office of the Executive Engineer (C-I) Civil,** Civil Engineering Department, 15th floor, Room No. 1503, Palika Kendra, New Delhi-110001 Phone:- 011-23348418

1.8 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 22 Lacs (Rupees Twenty Two Lacs Only)
2	RFP document fee	Rs.5,000 (Rupees Five Thousand Only)
3.	Bid Validity Period	(180) One-hundred-and-eighty days from the date of opening of Bids.
4.	Last date for furnishing Performance Bank Guarantee to NDMC(By preferredApplicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Bank Guarantee value (Performance Bank Guarantee)	Rs.4 Cr. (Rupees four Crores Only).
6.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for180daysbeyond the term of the concession period of seven years.

7.	Last date for signing the Concession Agreement	One month from the date of issue of Letter of Acceptance.

2. OVERVIEW OF NDMC

2.1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five urban local bodies in National Capital Territory (NCT) of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a Council by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, Chief Minister of Delhi and also the Member of Legislative Assembly of Delhi Cantonment Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of NCT of Delhi. However, an estimated 16-20 lakhs floating population in daytime possess challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

2.2 NDMC's key responsibilities are :–

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

2.3 NDMC's TRANSFORMATION INTO A SMART CITY

NDMC has been one of the first cities to initiate Smart City projects which inter-alia include city-wide Wi-Fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth

and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

"To be the Global Benchmark for a Capital City"

3. PROJECT OBJECTIVE & SCOPE

3.1 Project Objective

The key objectives of smart parking are as below:

i. Develop a user friendly smart parking system that can be implemented in parking lots to ease parking hassles;

ii. Parking guidance for users assisted by clear and simple directions on mobile platform;

iii. Availability of parking slot on real-time through web portal / parking App and optimization of parking lot occupancy;

iv. Real-time update of entry & exit of vehicle, parking violations;

v. Improved revenues through enhanced efficiency and transparency;

vi. Improved user satisfaction by saving time, effort & cost;

vii. Flexibility of tariff fixation (if required and decided by NDMC) based on the demand (Peak, non-peak, special events etc.);

viii. Availability of real-time data for analysis and business Intelligence for understanding consumer behavior, parking demand and supply.

3.2 Proposed Smart Parking areas

A total of **87** parking lots (**5392** four-wheeler parking spots, **2237** two-wheeler spots) within NDMC area have been identified under this project. The detailed list of parking lots, location and area are outlined in **Annexure - '1'**, wherein a long term smart parking solution is envisaged by NDMC. The parking lots in NDMC under consideration for Smart Parking Solution can be divided into five types:

3.2.1 Indoor Parking Lots: It consists of all indoor / covered / underground parking areas considered under this project. The parking lot usually has an enclosed or sheltered area segregated for parking generally inside a building or commercial complex. It shall include, but not limited to, entry and exit parking equipment, autopay station and automatic barriers, sensors for recognition of each parking slot (ECS), loop sensors, slot availability information, advanced slot booking facility and map based guidance system at locations as under:-

1. Parking at Shivaji Stadium.
2. Palika Parking in CP.
3. BKS Marg in front of Emporia building.

Provision in Mobile Application and Smart Web Portal be made to display information of total parking space, available parking space, parking charges in DLF Capitol parking at BKS Marg (this parking is not covered under the parking lots in this RFP).

3.2.2 Off-Street Parking Lots: This consists of demarcated area for parking near a street or road. 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 (ECS) through magnetic-cum-optical/magnetic-cum-Infrared sensors, 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. List of

such parking lot with their capacities of four wheelers and/or two wheelers is given at **Annexure '1'**.

3.2.3 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 (ECS) using magnetic-cum-optical or magnetic-cum-Infrared sensors and slot availability, handheld devices, information and map based guidance system up to individual slots, LED signages, and CCTV coverage of the entire parking area. List of such parking lot with their capacities of four wheelers and/or two wheelers is given at **Annexure '1'**.

3.2.4 On-Street Parking Lots (Limited timings): This consists of all areas which are being used for limited timings parking and are open uncovered spaces. NDMC is looking for a smart solution for this type of parking lot. It shall be equipped with basic smart parking solution including recognition of each parking slot (ECS) through magnetic-cum-optical/magnetic-cum-infrared sensors, map based guidance and overall parking availability information, LED signages, CCTV Camera Covering whole Parking area. Such parking lots shall be identified and managed as mentioned in clause 3.7.14.

3.2.5 Temporary Parking Lots(on need basis): This consists of parking, which are temporarily asked for by NDMC as per its requirements and are to be used for parking of vehicles for particular functions for short duration, in open uncovered spaces, which are not covered under clauses 3.2.1 to 3.2.4. The Concessionaire will deploy manpower with mobile equipments to manage such parking lots as per NDMC requirements.

3.2.6 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.

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 NDMC) 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)**

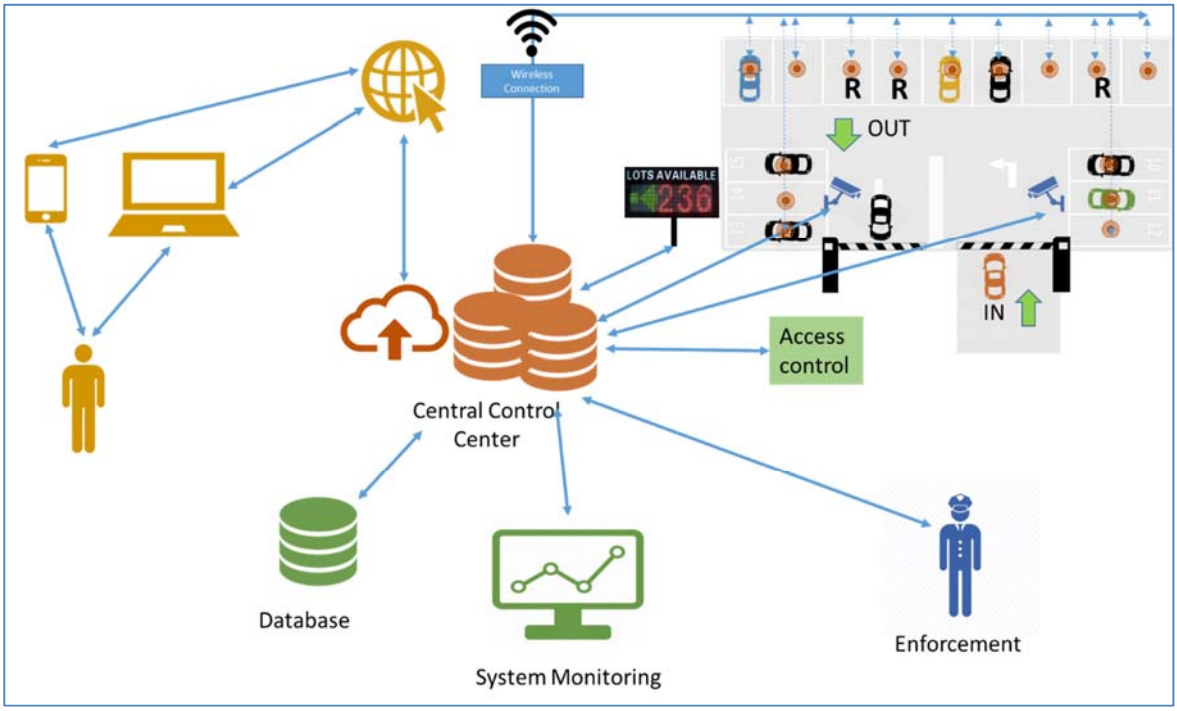
There will be a provision for users to buy monthly passes for Indoor Parking lots for hassle-free experience. This category of motorists may be identified through a Unique Booking Number (UBN)/Near-Field Communication (**NFC**) enabled

Smart Card, or any other advanced appropriate technology as deemed fit by the Concessionaire.

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

The Concessionaire has to run the parking lots in market area atleast from 8:00 hours to 24:00 hours, for non-market area from 8:00 hours to 22:00 hours. NDMC reserves the right to ask concessionaire to run any parking lots beyond 22:00 hours in non-market area and beyond 24:00 hours in market area as per requirement. The Concessionaire will identify and operate such Parking lots where there is requirement for Parking during 10:00 pm to 02:00 am, after intimation to the NDMC in writing. Motorists should 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. All the parking lots covered under this RFP will be available free of cost to the public after the specified time as above and upto 08:00 A.M. The Concessionaire shall display information about the same at mobile app, web portal and LED display panels prominently.

3.3 Conceptual Diagram – Smart Parking



3.4 SCOPE OF WORK

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

(i) To provide and install magnetic-cum-optical/magnetic-cum-IR/sensors at each of the parking slot for cars for all surface parking lots. All parking slots should be individually and clearly marked, mapped with parking sensors, and appropriate camera coverage. All sensors, devices and equipment should have the capability to communicate back and forth with the central control centre for information and feedback through a RF/ Wi-Fi/ GPS/ any combination of them enabled system;

(ii) Installation of CCTV based surveillance solution for parking lots and upto one lane beyond parking area to enable NDMC to plan events, monitoring of infrastructure, encroachments and quick response to incidents in all parking lots except temporary parking lot defined in clause 3.2.5;

(iii) To provide and install necessary complete hardware and software solutions, such as but not limited to boom barriers, auto pay station, handheld devices, porta-cabins, cranes, switches, gateway, and guidance system, for on street, off street and indoor parking system.

(iv) Provide Parking Management and Parking Guidance System to direct drivers to available parking slots through LED signages and through mobile app. Provide and install necessary LED signages which includes variable massages sign board for guidance to public regarding availability of parking spaces and other necessary information.

(v) Setup and maintenance of Central Control Centre including Data Centre with appropriate hardware and software for viewing, analyzing, storing and retrieval of the CCTV feed and monitoring and managing of Smart Parking;

(vi) Mobile App for parking services. App shall show the available slot on real time basis, booking of parking space, payment mechanism through various modes of payment, reservation for specially-abled citizens, facility for extension of pre-booked parking space.

(vii) Comprehensive operation and maintenance of all hardware and software installed for this project throughout Concessionaire period.

(viii) To manage and collect revenue as per tariff fixed by NDMC for all the parking lots defined in this RFP.

(ix) Inclusive access and reserved vehicle slots for disabled

(x) Unique identification of each vehicle entering any of the parking lots through bar coded tickets/ magnetic strip cards/ RFID/ Smart Cards/ QR Coded entry etc. as applicable.

(xi) Provide intelligent tow trucks of adequate capacity to handle parking enforcement and to help NDMC/Traffic Police in collecting the penalties as per Government policy, applicable from time to time.

(xii) To provide recognition of each parking slot (ECS) with LED indicators for Indoor parking showing availability of parking slot. Maintenance and

upgradation of Parking Guidance & Management Infrastructure at Palika Parking situated at Connaught Place, New Delhi.

(xiii) To pay NDMC 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 with a minimum guaranteed revenue to NDMC.

(xiv) Using the data generated through the parking solution software for analytics purposes, such as time based (hourly/ daily/weekly/monthly/ annually) trends, area specific trends, vehicle (car – suv/sedan/hatchback, scooter, etc.) specific trends, usage and vacancy periods, parking demand etc. for the purpose of better management of parking.

Detailed Scope is provided in Section 3.9.

3.5 Project Engagement Model

The Engagement model is bifurcated into following two stages-

3.5.1 Implementation Stage:

(a) Parking charges are to be collected by the concessionaire by using any mechanism from the date of handing over of the parking lots by NDMC to the concessionaire on as and where basis.

(b) Implementation of smart parking solution in Phases.

i) Within 30 days from the date of handing over of parking lots, the Concessionaire shall implement and operationalize centralized online payment system at all parking lots for all parking slots.

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

3.5.2 Operation and Maintenance Stage:

(a) Total Concession period is seven years from the date of handing over as mentioned in 3.5.1 above. This includes six months implementation period.

(b) The Concessionaire will start operation and maintenance of all parking lots from the date of handing over of parking lots by NDMC to the concessionaire.

(c) The Concessionaire shall operate, maintain and manage the complete parking solution as designed and built under this RFP document, throughout the concession period in accordance with this RFP document.

3.6 NDMC Responsibilities

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

same specifications. In case, such restoration is not possible simultaneously, then such restoration shall be done within 10 days.

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

3.6.3 NDMC will provide built-up space for setting up of Central Control Centre within NDMC area, free of Cost.

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

3.6.5 NDMC shall provide single window clearance, where NDMC has full control and jurisdiction, to the Concessionaire for the purpose of this RFP document.

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

3.6.7 Parking yard for towed vehicles shall be provided by NDMC. However, the same shall be managed by the Concessionaire.

3.7 Concessionaire Responsibilities

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

3.7.1 Design, develop, provide, install, manage, operate and maintain the smart parking system as defined under clause 3.4, as per the Service Level Agreement (SLA) throughout the concession period. Penalty will be imposed as per SLA in the Penalty Clause of this RFP document for non-adherence of the terms and conditions of the RFP. If the service level dips below the minimum benchmark, NDMC may terminate the agreement as defined in RFP document.

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

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

any other networking, communication, and infrastructure requirements related to any work under this RFP document.

3.7.4 Watch and ward of the assets/ services created in this project. The Concessionaire has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/ assets under this project.

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

3.7.6 Erect suitable steel structures at its own cost for installation of LED signages for parking guidance and management system. These structures/ poles shall be of stainless steel, and aesthetically designed and structurally stable and as per NDMC specifications. The concessionaire shall also indemnify NDMC for any damage due to such structures.

3.7.7 May utilize street light poles, with prior permission from NDMC, for installation of CCTVs, repeaters/Gateways, switches/routers as necessary and used exclusively for the purpose of this project, without compromising the aesthetic sense and strength of pole.

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

3.7.9 Provide adequate battery bank to ensure uninterrupted power supply to all hardware (equipment, devices, etc.)covered under this RFP document.

3.7.10 All physical assets created under this RFP as per Bill of Quantity (BoQ), except intelligent tow-trucks, will become the property of NDMC at the end of Concession period or at termination of the concession, whichever is earlier, and the Concessionaire will not have any legal right on these assets.

3.7.11 At the end of the concession period of seven years, the Concessionaire has to hand over all physical assets belonging to the NDMC in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, NDMC will get it rectified at the risk and cost of the Concessionaire. Performance guarantee of Concessionaire will be released only after successful handing over of the all physical assets in working condition to NDMC.

3.7.12 Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire, shall have to be made good by the Concessionaire within 72 hours of such damage, failing which NDMC has right to get it done at the risk and cost of the Concessionaire and in such case, NDMC will charge double of the cost incurred on making it good from the Concessionaire.

3.7.13 The location of Parking lots and area given under this RFP document is based on preliminary survey. Area and location may change while preparing detailed design and execution of this project. During the Concession period, new parking lot(s)may be added by NDMC and the Concessionaire has to cover such lot(s) under the scope of this project. Parking lot(s) upto 20% of total number of ECS capacity may be removed by the NDMC from this project during the concession period, without paying any cost to the concessionaire. In case of removal of more than 20% of total number of ECS capacity by NDMC, depreciated value of the physical assets installed for such removed parking lots in excess to 20% shall be paid by the NDMC to the concessionaire.

3.7.14 There is requirement of creation of some On-street Parking Lots (Limited Timings). Numbers of parking slots in such parking lots will be finalized after assessing the requirements and availability of the space. However, such number shall not exceed 30% of the total number of ECS capacity of the parking lots, other than parking lots allowed under this clause 3.7.14, at any time during the concession period. The Concessionaire will do the survey of these locations and finalize the plan with NDMC. Sensors will be installed, and parking will be operated and managed by the Concessionaire at these locations in similar manner as to be done in the case of On-Street Parking lots.

3.7.15 The concessionaire shall pay Concession Fee to NDMC as mentioned in Clause 3.8.

3.7.16 Concessionaire to deposit BG/FDR/DD of Rs.4,00,00,000/- (Rs. Four Crore) as a refundable security deposit with the NDMC, which will be released within three months from the date of end of concession period, only upon successful completion of the work and settlement of all dues (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.

3.7.17 For any complaint registration by users, provisions shall be made by the concessionaire in Mobile App and web portal. Dedicated Whats App number shall be provided to citizens for any complaints/suggestions/feedback with regards to parking. The same shall be monitored by the concessionaire and adequate responses shall be deliver to citizens within 48 hours. The concessionaire shall provide a weekly report to the Secretary, NDMC every Monday on the number of complaints received during the previous week (Monday to Sunday) and the number of replies furnished by it to the complainants alongwith number of complaints on which no response has been made by the concessionaire.

3.7.18 Failure to comply with the above requirements as mentioned in section 3.7.17 will result in a fine of Rs.500/- per complaint. Weekly reports from the WhatsApp number shall be e-mailed to NDMC at: secretary@ndmc.gov.in.

3.7.19 If the Concessionaire allows or do parking, except the parking lots defined in the area, map of which is provided as **Annexure- 2**, a penalty as provided under Penalty Clause shall be imposed on the concessionaire. Delhi Police may also impose penalty on the concessionaire, if applicable. Delhi Police/NDMC reserves the right to tow away vehicles parked at such unauthorized places at the cost of the Concessionaire.

3.7.20 The concessionaire shall honour the 'Parking Passes/Stickers' issued by NDMC and will not charge any parking fees from the user of such vehicles having 'Parking Passes/Stickers' issued by NDMC. Such non-charging of parking fees by the concessionaire shall have no interference on concession fees to be paid by the concessionaire to the NDMC, and the concessionaire cannot make any claim on the account of non-charging of parking fees from such vehicles. Such 'Parking Passes/Stickers' shall be valid on calendar year basis, and maximum number of such passes/stickers issued by NDMC should not exceed _____ numbers every year. NDMC shall provide the database of passes/stickers (Vehicle Number, pass/sticker No., Type of Vehicle –Car, Scooter, Motorcycle etc.)issued by it to the concessionaire in the software provided by the concessionaire for this purpose on real-time basis.

3.7.21 Apply for road cutting permission to NDMC, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. NDMC will get it approved as per feasibility at site. The final route will be decided/ approved by NDMC keeping in view the requirements of the Concessionaire and the site conditions. As such, any instructions/policy of NDMC, Government of NCT of Delhi and Government of India issued from time to time will be applicable on the Concessionaire.

3.7.22 Restoration of roads, footpath, green portion etc. will be done by the Concessionaire at its own cost as per plan approved by NDMC or within 15 days from the date of road cutting, whichever is earlier. Restoration has to be done with equivalent specifications provided by NDMC so that after restoration the aesthetics and purpose of use will not compromise. Restoration work shall be carried out as per CPWD specifications.

3.7.23 In case, the Concessionaire fails to restore the roads/footpath/ green portion etc. within the stipulated time than NDMC has right to get it restored at the risk and cost of the Concessionaire, and in such case, NDMC will charge 1.5 times of the cost incurred on making it good from the Concessionaire.

3.7.24 The Concessionaire shall take metered electricity for parking sensors, gateway, router/switches, LED signages/displays, Parking guidance system and all systems for on-street, off-street &indoor parking equipment etc. and for all equipment installed in Central Control Centre. The Concessionaire will bear the

cost of electricity consumed for all such devices as per tariff applicable from time to time.

3.7.25 The Concessionaire shall integrate the parking mobile app and the web portal with the NDMC 311 App, and with the NDMC Command & Control Center, as and when such Command and Control Centre will be set-up by the NDMC by itself or through any other concessionaire.

3.7.26 At the time of completion of implementation period (i.e. six months from the date of handover of the parking lots to the concessionaire by NDMC), the Concessionaire shall inform the NDMC in writing for the same along with a list of all the assets (details of equipment, software's, services etc.) deployed during the implementation period under this RFP document, including their costs. The Concessionaire shall update such assets list on yearly basis throughout the concession period.

3.7.27 Ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot.

3.7.28 Ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot.

3.7.29 Mark all the boundaries of each parking slot in all the parking lots under this RFP document with thermoplastic paint of 2.5 mm thickness and 100mm width as per CPWD specifications and renew/remark the same after every 2.5 years, or earlier as per site requirement.

3.7.30 The concessionaire shall be responsible for any theft/damage/loss of vehicles parked in parking lots and shall be responsible for settlement of the dispute, if any, including under the Court of Law, and also follow all instructions and guidelines issued by Delhi Police / statutory rules & regulations / NDMC for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.

3.7.31 For installation of CCTV(s) and /or LED signage(s), if there is any requirement of additional poles, the same will be provided and installed by the Concessionaire with prior approval of design from NDMC.

3.7.32 Responsible for the enforcement of parking, removal of vehicles from area parked in an unauthorized manner, map of which is provided as **Annexure 2**, other than specified parking lots. The Concessionaire shall deploy Intelligent Tow-Truck for towing of illegally parked vehicles in the area defined in this RFP document. Specifications/requirements of Intelligent Tow-truck are defined in clause 3.9.8.5.

3.7.33 Undertake all measures for Cyber security, protection of information and communication technology systems of this project from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Concessionaire will detect, analysis and do mitigation of vulnerabilities and protect Central Control Centre including Data Centre from cyber-attacks throughout the concession period.

3.7.34 Propose additional measures to increase occupancy of parking lots. However, the Concessionaire will be required to take approval from NDMC before implementation of any measures to improve the parking efficiency.

3.7.35 Ensure at all times that the parking lots are utilized by cars, cabs, two-wheelers, and other small vehicles, but no heavy or medium commercial vehicles are parked in specified parking lots unless the parking slot / lot is dedicated to buses.

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

3.7.37 Responsible for and provide security at the parking lots, and shall report crimes in parking lots to Delhi Police and NDMC without fail.

3.7.38 The Concessionaire is not allowed to sublet/outsource the parking lots under this RFP. However, the concessionaire can arrange manpower from any source.

3.8 Concession Fee:

3.8.1 The applicant shall quote the 'Concession Fee' as percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to NDMC and in the prescribed format given at **Annexure 5**. The Concessionaire would pay to NDMC every month the Concession Fee as quoted above throughout the concession period based on the parking rates mentioned at **Annexure-3**, subject to minimum concession fee as Rs.1,00,00,000/- (Rupees one crore only) per month from the date of handing over of parking lots.

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

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

(i) In such case, the Concessionaire shall pay to NDMC per month, quoted percent of the revenue earned before such increase in parking fees and

ninety percent of the incremental revenue earned due to such increase in parking fees.

3.8.4 In case of decrease in parking fees by the NDMC, the Concessionaire may request the NDMC to rework the minimum concession fee and quoted percentage of revenue earned to be shared with NDMC as concession fee through Chairperson, NDMC. The Chairperson, NDMC with the prior approval of the Council may reduce the minimum concession fee and quoted percentage of revenue earned to be shared with NDMC in such cases.

3.8.5 NDMC/Delhi Traffic Police will charge penalty as well as towing charges from the owner of the vehicle.Vehicle towing charges (4-Wheeler & 2-Wheeler separately) shall be Rs370/- for each four-wheeler and Rs60/- for each two wheeler shall be paid to the Concessionaire, these towing charges will be increased annually @5% compounded. NDMC will pay these towing charges to the concessionaire on monthly basis.

3.8.6 Revenue received from parking will be kept within a separate account for the purpose of this project to be maintained by the concessionaire. NDMC shall have the liberty to independently audit the revenue collection any time during the concession period. NDMC will reconcile the account statements on quarterly basis. If any irregularity is found, the same shall be treated as breach of this agreement and NDMC shall have all rights to take necessary action against the Concessionaire, including action such as termination of this agreement for breach of terms and conditions by the concessionaire.

3.8.7 The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, and the Concession Fee shall not be adjusted for such costs.

3.8.8 The Concession Fee shall pay NDMC on monthly basis by the 7th day of the subsequent month throughout the concession period, along with necessary detailed reports related to the concession fee and proof for submission of taxes and duties, as applicable.

3.8.9 Failure to pay the Concession Fee in time will attract an interest of 18% per annum compounded quarterly on the entire amount of unpaid Concession Fee payable for the entire period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of Concession fee for a period of two subsequent months, NDMC will encash the Performance Bank Guarantee equivalent to the outstanding Concession fee. Thereafter, the Concessionaire will have to resubmit the PBG of full amount within fifteen days from the date of such encashment. If the Concessionaire fails to resubmit the PBG of full amount within the said fifteen days, then NDMC shall terminate the agreement and no compensation would be paid for the investment undertaken by the Concessionaire.

3.8.10 A discount of 10 percent shall be entitled to all users for payment through prepaid card, e-wallet, payment gateway etc. except cash payment.

3.8.11 Parking Rates: Parking rates for parking lots in NDMC area has been defined in **Annexure '3'**. The concessionaire shall charge rates for parking as approved by NDMC from time to time.

3.8.12 In the event of implementation of Goods and Services Tax (**GST**), the service taxes as mentioned in clause 3.8.1 above will be calculated based on the provisions of GST as applicable in National Capital Territory of Delhi.

3.9 Detailed Scope of Work:

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

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

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

3.9.1.3 **Parking Management Subsystem:** The functional requirements for the parking management components are described below:

a. Entry Requirement for indoor parking & parking having entry/exit.

i. Entry to any parking space should have outdoor displays/screens showing overall capacity and real time availability of parking slots in that particular parking space and applicable parking rates.

ii. Each entry booth should be equipped with one entry device with the following capabilities:

- The Entry Device may act as an Automatic Ticket Dispenser
- May have touch screen for motorist to enter Unique Booking Number
- The Entry Device may have Near Field Communication (NFC) capability
- The Entry Device may have capability to connect with intercom, microphone, speaker and other subsystems

- Printer for entry ticket printing with necessary details of motorist
- Facility to read/enter e-Wallet details
- Entry Device should have capability to display messages in English and Hindi.
- The Entry Device should be able to detect and report:
  - Anti-pass back
  - Back-out ticket
  - Low ticket stock

iii. The ticket, QR Code and Smart Parking Card provided by Concessionaire should be capable of capturing data that is easily retrievable at the exit.

iv. Every vehicle entering the parking space should be stopped by barrier. The barrier is to be raised, when the motorist is issued a ticket or has been identified as a legitimate user.

v. In case the parking lot is already occupied to its capacity, the ticket issuing should automatically be blocked and therefore, the barrier should not open. A message should also be displayed on the outdoor screen stating the same.

vi. Provision to capture the image of vehicle registration plate number of every vehicle entering any of the NDMC parking spaces using dedicated cameras.

vii. Provision to capture the image of the vehicle registration plate number entering any of the parking spaces. All information related to the same should be stored at a central server.

viii. Fire Alarm System in indoor parking lots should be integrated with the entry and exit barrier. In the event of a fire alarm, both entry and exit barriers should open automatically to ensure prompt evacuation.

b. Exit Requirements (off street parking / indoor parking)

i. Any vehicle, before leaving the parking area, should be stopped by a barrier system at the point of exit from the parking.

ii. Clearly instructed easy to use interface

iii. Manual Pay Station:

- Exit of every parking should be equipped with a manned Pay station (booth) at designated approved location by NDMC.
- The exit booth should have appropriate space for keeping devices such as a computer with internet connectivity, QR code reader, credit card reader, printer etc.
- Motorists entering the parking lot using Smart Parking Card, monthly pass or any other NFC capable card provided by Concessionaire, should also have the facility at the exit booth to tap his/her Smart Parking Card for express exit. The payment may be linked to the e-Wallet of the motorist with auto-debit option and corresponding limits and alerts to the same.

- Personnel monitoring the exit Pay Station are required to manually enter the license registration plate number details in the system, so that the license number, along with date and time of exit, is stored in the database.
- Payment for parking should be collected based on entry time stamp by any personnel stationed at the Pay Station.
- System will calculate the fee automatically and indicate this on the screen clearly visible to the motorist. No manual intervention should be necessary to compute the fee.

iv. Once the vehicle exits a parking slot, the total parking slots available in that parking space should automatically get updated.

v. Only after completing the full cycle correctly the transaction will be considered as valid within the car park. However, audit trail of each complete, incomplete and cancelled transaction should be available in the system.

vi. Solution should be equipped with Anti-pass back technology and able to detect and report any instance of pass back.

vii. Capability to allow full integration of third party devices with the Parking

viii. The auto pay Station should be capable of charging devices.

c. Entry and Exit Barrier (off street parking/ indoor parking)

i. Entrance and exit of each parking lot should have a barrier gate system with appropriate technologies such as boom barriers, bollards etc.

ii. Barrier should remain in open position for optimal period of time for the vehicle to pass at entrance and exit.

iii. Provision to capture image of vehicle including registration plate number of every vehicle entering and leaving any of the parking spaces and all the information related to the same should be stored at a central server.

iv. Barrier should have capability of in built glowing direction signage

v. Barrier Arms should have the following options:

- In closed position the full arm should be illuminated red.
- During movement the full arm should be illuminated yellow.
- On reaching open position the full arm should be illuminated Green.
- Upon horizontal impact by a vehicle, the barrier arm should get detached from the barrier unit with minimal damage to the vehicle and the barrier motor mechanism. An alarm shall be automatically raised and sent to the server and monitoring console, when the barrier is detached.
- An alert should be sent to the console and server to ensure that the administrator is informed, that the barrier is not attached or barrier breakage has occurred.

- All vehicular passages during the period that the barrier is not attached, should be recorded and displayed in the reports separately in order to audit the necessary revenue transactions during that period.
- Upon impact during closure, the arm will stop and stay in the same position. Under no circumstances should the arm re-open upon impact. This is to prevent keeping the arm open for illegal entries or exits.
- The barrier arm should be easy to refit with barrier unit in a short duration (within two minute).
- If for any reason and external override (fire system) needs to be connected, then this should only be possible over the Entry/exit Device and the switch should be permanently monitored by the Parking Management System.

d. Auto pay station

The Concessionaire shall install auto pay stations at on-street parking lots, where the number of parking slots exceed 50 numbers and off-street parking as applicable. However, a minimum of 15 auto-pay stations are to be installed at on-street and off-street parking locations. Users are encouraged to pay the parking charges by using auto pay station. Location and capacity of parking lots are enclosed in **Annexure-I**.

e. Wireless Handheld Device

The solution should include the use of wireless handheld device for all modes of parking. This device shall be used in case of street parking or indoor parking or open parking during peak hours or as a fallback mechanism. Manual transaction is not envisaged anywhere in the system and the device must be capable of tracking every transaction. A fully operational standby device should be available in the event of any malfunction of handheld devices. The following activities are expected from the device for on-street, off-street and indoor parking locations:

I. Device should be an online unit, connected in real-time with central control center through Wi-Fi or GPRS. It may be powered by batteries and power supply along with cradle for charging.

II. Capability to print real time parking receipts and bar-coded tickets.

III. Ticket dispensing & cash register functionality should be possible within a single device.

IV. Transactions to be uploaded instantly and automatically to the central parking management system using on-line connectivity.

V. In case of high traffic at any of the parking lots or during peak hours, it should be possible for the wireless handheld device to be used as central cashiering device (i.e. it should be possible to scan the QR Code on tickets issued by the entry device and issue receipts post payment, so that the motorists could pay for the

parking and then drive out quickly), to reduce transaction time at exit.

f. Outdoor Sensors for vehicle detection

I. Ability to accurately detect if the car bay is vacant/ occupied through appropriate placement within each bay.

II. Appropriate sensors to be chosen based on the type of the parking space and external conditions. Preferred sensors would be magnetic cum optical or magnetic cum IR sensors, but the Concessionaire can propose innovative, advanced but reliable implementation approaches using other sensors which can be fixed on floor/ road surface.

III. Ability to detect a vehicle irrespective of the depth of sensor installation.

IV. Each sensor shall have its own unique identification in order to be accurately tracked by the Parking Guidance System.

V. Each sensor should have an accurate and real time feedback mechanism to be detected automatically by the system in case of faults.

VI. Provision for built-in battery with operating life of minimum 5 years from the date of acceptance of the project.

g. Indoor Sensors for vehicle detection (Shivaji Stadium & BKS Indoor Parking)

I. Shall detect real-time status of the individual parking slots within indoor parking and shall be ceiling mounted

II. Shall be battery powered and shall communicate wirelessly or through Ethernet protocol/ RS485

III. Shall reliably detect presence/ absence of car within 20 seconds of car parking/ un-parking event occurrence.

h. Parking aisle illumination indicators

IV. Illuminated indicators should be installed for all indoor parking lots to clearly identify the available and occupied spaces from the parking lane.

V. Once a parking spot is occupied, the total parking slots should automatically get updated.

VI. The fixation of the illuminated indicators to the ceiling should be easy and fast, and should use quick fastening slips to simplify the installation.

i. Informative Display Panels

I. The LED display panels units should indicate available spaces for each parking slot/ bay /zone /level, total parking and the same should be controlled by the software. The panels shall be of

different colour coding to show the parking areas as mentioned in clause 3.2.1 to 3.2.5.

II. The display panel should be easy to understand and must have graphical directional and zone status indication (to guide drivers to zones with available spaces). The display panel shall be installed on each parking lot and also on the approach roads to the parking lots so that citizen can check the availability of all parking lots ahead in advance and can take the suitable route based on parking availability.

III. Variable Messaging Display (VMD)

(a) VMD will enable NDMC to communicate effectively with citizens and also improve response while dealing with exigency situations. These will also be used to regulate the traffic situations across the city by communicating right messages at the right time.

(b) The variable message display shall consist of variable message signboard with local controller.

(c) A VMD software system shall be provided to the central control Centre and / or Command & Control centre for message preparation monitoring and control of the variable message signs. IP based Network equipment shall be provided to connect the VMD with the VMD software system.

(d) The VMD software application will allow user to publish specific messages for managing traffic and also general informative messages.

(e) VMD software application will provide the normal operator to publish predefined sets of messages. The application shall have an option for supervisor (someone with appropriate authority) to bypass the control during certain situations and to write in free-text mode.

(f) VMD software application will allow an operator to seamlessly toggle between multiple VMS points at each workstation in order to send specific messages to specific locations, as well as sending common message to all VMDs. VMD software application will accommodate different access rights to various control unit functionalities depending on operator status and as agreed with the client. Software should be GUI based, and capable to handle 100 VMS signage, user can select desired location in Map, by selecting the location live status of VMS should be displayed.

Small LED signages- 100 nos.

Large LED signages- 37 nos.

Variable Messaging Display (VMD) of size 3mX2m - 15 nos.

j. Management and Optimization of Parking Slots

I. The solution should be automated with minimal requirement for personnel. However, each parking lot should be managed by on-ground staff and managers for improved functioning and management:

- Indoor Parking: Each indoor parking lot should have sufficient number of personnel at floor level, bay level etc. for managing parking. In addition, the exit Pay Station should have sufficient manpower to handle peak and non-peak hour activities.
- Open Parking and Street Parking: Each open and street parking should have sufficient number of personnel to manage entries, parking, payment and ensuring no illegal/obstructive parking.

II. However, the Concessionaire, with prior approval from NDMC, may optimize the number of slots by reworking the existing parking slots in order to maximize the revenue. It is the responsibility of the Concessionaire to follow all norms, rules and regulations laid down by NDMC.

III. The Concessionaire shall design and mark parking slots with thermoplastic paint or solar based light indicators or any other innovative design.

3.9.2 Online Web-based Portal and Mobile App

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

3.9.2.1 Mobile App and Web Portal Key Objectives/Outcomes

I. Improve information access related to 'how-to' use / leverage Smart Parking services, Citizen alerts, navigation services, feedback services

II. Act as an enabler and payment gateway for services related to Smart Parking initiatives

3.9.2.2 Mobile App – Functional Requirements

I. All applications, content, data, and information related to the App and users should be securely hosted and saved in the Data Center

II. Free to download and use for all citizens, guests and visitors

III. Should be light, intuitive, easy to use, responsive, secure and maintain

IV. Compatible with and responsive to all leading smart phones on Wi-Fi, GSM and CDMA networks

V. Should be Operating System (OS) independent and available on all major OS platforms including iOS, Android, Windows, Symbian and Blackberry.

VI. Development of the app to be undertaken on Open Platform, if new mobile OS is introduced in future.

VII. As and when required, upgradation of the App, in line with the evolvement of mobile OS.

VIII. Appropriate tags should be built-in the introduction text and content of the Smart App and Portal so that they are displayed in the top search results

IX. Updation and management of information and content, including information related to Smart Parking initiatives, on the Mobile App throughout the concession period.

3.9.2.3 Online Web-based Portal – Functional Requirements

I. Create and manage up-to-date information and content, including information related to all Smart Parking initiatives, on the Online Web – based Portal throughout the project duration

II. All applications, content, data, and information related to the Online Web-based Portal as well as its users should be securely hosted and saved in the Project Data Center

III. Should be light, intuitive, easy to use, responsive, modular, secure, and easy to maintain

IV. Should support customization of Look and feel to NDMC's requirements

V. Should be built on industry leading framework and support seamless integration with the backend systems, to easily retrieve and save data

VI. Portal must be omni channel i.e. its design should be such that it can be viewed easily on laptops, tablets and mobiles.

VII. Should be browser independent and work seamlessly on all leading browsers

VIII. Should have workflow capabilities with regard to the content approval and publishing process

IX. Provisions to track and generate web traffic reports for Portal administrators

3.9.2.4 Mobile App and Web Portal – Required Features and Functionalities

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

a) Citizen registration

I. One-time online registration to be done and stored in the data center

II. Terms of service to be accepted by the user prior to log-in

b) Parking Guidance System

I. Current GPS location determined.

II. User enters final destination

III. Nearest available parking spaces are shown using maps in decreasing order of distance, the rates of each parking applicable at that time shall also be displayed and if user decides to reserve it, reservation is done with payment done from e-wallet/ payment gateway or any other method defined in the RFP.

IV. Number of vacant parking slots in a particular parking on map should also be shown to user.

V. User should be able to locate alternate route and parking lot after seeing the traffic congestion either by Online Web-based Portal or third party portal.

VI. Limit set on the advance time for online reservation of parking slot (24 hrs.).

VII. User can take monthly pass for indoor parking only.

VIII. Online cancellation for the spot should also be provided in case of online reservation.

c) Information & booking of parking space for specially-abled (Divyang) persons

Information regarding the availability of parking spaces are to be provided and reserved for specially-abled persons. Booking of the same shall also be done through the App. Parking for specially-abled users shall be free of cost. Concessionaire shall not charge any payment from specially-abled users.

d) Integration with Third Party Services and Apps

I. The Concessionaire has to ensure that the App can integrate and interface with popular and established third party services and applications (private or public) that wish to integrate with Mobile App, upon approval from NDMC.

II. The App should integrate with and allow payments through the selected third part shared services for Payment Gateway and e-Wallet

III. The App should have provisions to integrate with Emergency Response services

e) Frequently Asked Questions (FAQs) and Contact Details of different offices of NDMC

I. The App should have a section detailing frequently Asked Questions (FAQs) related to Smart initiatives and their related responses

II. The section should also provide contact information of Helpdesk Customer Service for parking problems, if any.

f) Settings

I. User should view version and details of the App

II. User should have the option to toggle between sending current GPS data to server or not

III. User should have the option to select a specific button on their cell phone to set as SOS short-cut, when pressed and help continuously for a certain amount of time

IV. User should be able to toggle whether or not to send anonymous user data that can be helpful in fixing bugs or solving crashes.

V. User should be able to select notification settings

VI. User should be able to select app notifications to be displayed on the home/locked screen

VII. User should have ability to enable/disable sound alerts

3.9.2.5 Mobile App Scope – Technical Requirements

I. Shall be developed in an open platform

II. Should be scalable and technically adaptable to future enhancements

III. Should be SSL (Secured Socket Layer) compliant and the Concessionaire has to provide appropriate SSL certificate before the portal is made available on public domain

IV. Should be published and released in all the major platforms including iOS, Android, Blackberry, Symbian and Windows.

V. Should support unicode and be multilingual in at least English and Hindi

VI. Should be easy to update as some data will be updated daily. Ability to collect data with high volume, velocity, and variety

VII. Should track GPS location of the user device

VIII. Should provide accurate mapping and navigation services.

IX. Collect data categorically without impacting citizen's privacy issues

X. Command Centre should provide live feed from parking lots and number of free spaces to app

XI. Command Centre should confirm acceptance of payment and reserve/cancel the parking lots accordingly

XII. Command Centre should monitor GPS in an emergency and user data sent from the app if the user accepts sending of data

3.9.2.6 Online Portal Scope - Technical Requirements (To be linked with NDMC website/portal)

I. Should be based on Open Standards

II. Should integrate with any other portal products through open standards such asHTML, XML, RSS, web services, and WSRP

III. Should support encryption and compression features

IV. Shall be OS independent. It must run on Windows, Unix, Apple and Linux operating systems

V. Shall be browser independent and responsive to run in the same manner on leading browsers like Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.

VI. Shall support Unicode and be multilingual in at least English and Hindi.

VII. Shall have provision for patches, hotfixes and bug fixing solutions.

VIII. Shall adhere to the best possible security standards in the industry.

IX. Shall support broad range of standards as applicable

X. Shall support minimum Web 2.0 capabilities

XI. Shall be SSL (Secured Socket Layer) compliant and the Concessionaire has to provide appropriate SSL certificate before the portal is made available on public domain

XII. Shall adhere to W3CAG, GIGW, and G.O.I guidelines

3.9.3 Vehicle and License Plate Image Capture

I. Capability to automatically capture details of vehicle license plates at every entry and exit of each parking lot.

II. Image should be clicked at the entry point when the ticket is issued and at the exit point during payment.

III. Image of the license plate should be linked to the details of the corresponding ticket issued in real-time and stored in the database for one month. This information will be stored in the Central Control Center

IV. Daily system checks to ensure tracking of vehicles which have entered the premises but are yet to leave. Thereafter, PMGS shall generate alert, if any vehicle is overstaying in the parking lot after closing hours.

V. Install appropriate cameras at parking lot, entry and exit of each Parking Lot in such a way that whole of the parking lot shall be covered with CCTV. Specifications of the cameras to be installed have been defined in Clause 15

3.9.4 Provision for Smart Card (NFC enabled Prepaid Smart Card)

I. Along with the paper ticket, the Concessionaire shall propose a cost effective smart payment solution to include NFC enabled Prepaid Smart Card system for all users and those users opting for monthly reserved parking passes.

II. The NFC enabled smart card reader would be available at all Pay Stations and would automatically deduct the applicable parking charges.

III. NFC enabled smart card solution should be integrated with all relevant parking related information and payments back and forth with the Central Control Centre.

3.9.5 Real-time Monitoring and Dynamic MIS Reporting

I. PMGS shall include central reporting system establishing the connection between the devices and sensors and the Central Control Center

II. Solution shall include reporting dashboards with location specific thresholds to be set for generating customized reports

III. Shall be capable of monitoring the number of vehicles entering/ exiting the parking premises during any given time

IV. Shall generate real time reports for each parking spot, in each of the parking lots capturing utilization, revenues, status of assets and personnel. These reports should be available in all standard acceptable formats like .csv, .pdf, .txt, etc.

V. Ensure analytics on the following thematic areas:

- Enforcement – Daily report on violations;
- Peak parking demand on hourly basis at each parking lot;
- Daily, weekly, monthly, quarterly and yearly average occupancy at each parking lot;
- Average time of occupancy;
- Revenue trends daily, weekly, monthly, quarterly and annually;

3.9.6 Payment Mechanisms

I. The primary mode of payment for parking will be by pre-paid card, e-wallet, payment gateway or cash at the Pay Station, or any other appropriate mode of payment with prior approval from NDMC.

II. For bookings through Mobile App or Smart online web-based portal application, payment will be made using e-Wallet, net banking, credit card, debit card etc. A discount of 10 percent shall be entitled to all users for payment through prepaid card, e-wallet, payment gateway etc. except cash payment.

3.9.7 Parking Enforcement/Towing

3.9.7.1 The Concessionaire shall deploy Intelligent Tow Truck (as per requirement subject to a minimum of three numbers) as mentioned in Section 3.9.8.5 for towing of illegally parked vehicles, in the area defined in this RFP and shall be accompanied by NDMC/Delhi Traffic police personnel. The Concessionaire will tow vehicles parked in an unauthorized manner to the nearby parking space which is less utilized or at space designated for this purpose by the NDMC. NDMC/Delhi Traffic Police will charge penalty as well as towing charges from the owner of the vehicle. The towing charges for each vehicle will be handed over to the Concessionaire as defined in Clause-3.8.8. Initially the numbers of Tow trucks required will be more.

3.9.7.2 If the unauthorized parked vehicle is not in a position to be towed away, the Concessionaire will arrange to put jammers in the wheels of the vehicle, so that NDMC/traffic police personnel are able to fine the vehicle. Necessary information regarding towed vehicles will be updated on the NDMC app and web portal immediately. Additionally, information regarding details of towed vehicles shall be available to users through a dedicated helpline number. The dedicated helpline will be operated by the concessionaire.

3.9.7.3 If the Concessionaire fails to tow away any such vehicles parked in an unauthorized manner within thirty minutes, NDMC will charge a fine from the Concessionaire for each such vehicle as per applicable penalty clause.

3.9.7.4 The Concessionaire shall take necessary precautions while towing of vehicle with regards to safety of the vehicle. Any damage caused to vehicle during towing will be the liability of Concessionaire.

3.9.7.5 The Concessionaire shall display live feed of video recording of cameras on crane on the web portal and also to traffic police & CCC of NDMC. GPS is to be installed on each such tow truck and the online GPS information of the tow truck shall be available on NDMC web portal, traffic police and NDMC. Information of all clamped and tow away vehicle shall be uploaded on the app and web portal immediately.

3.9.8 Technical Requirements: This section provides an overview of the technical requirements, specifications, standards and certifications:

3.9.8.1 Outdoor Sensors(for recognition of each parking slot (ECS)):

i. Sensors should be installed in ground for detecting real-time status of the parking bay.

ii. Ability to upgrade its firmware functionality remotely from Central Control Center.

iii. Ability to permit an optimal angle between the sensor output and the target.

iv. Ability to work in all weather conditions relevant to the project site.

v. Shall have magnetic cum optical/ magnetic cum IR technology

vi. Shall reliably detect presence or absence of car within 20 seconds of car parking/ un-parking event occurrence.

3.9.8.2 Indoor LED Display

i. Display panels shall have high intensity LED.

ii. Shall receive information directly from same communication line and its update time should be less than 5 seconds to increase/decrease any car availability value.

iii. Shall display all required information applicable to each parking lot including name of the parking lot, location and real time occupancy details with respect to the total parking slots.

3.9.8.3 Wireless Handheld Device

i. On arrival of motorist, the wireless handheld device should be able to dispense a ticket (with printed QR Code)

ii. Ability to scan the same QR Code ticket while leaving.

iii. Ability to generate and print receipt after receiving payment

iv. Capability to allow personnel to enter the user's Unique Booking Code

v. Shall have NFC capability for reading NFC enabled Smart Card, Monthly Passes and similar other data carriers.

vi. Shall be IP based and Wi-Fi enabled, to be included on the secure Wi-Fi network of Smart NDMC devices and monitored from the Central Control Center

vii. Shall have the basic parking metering and management application, which will be synced with the overall Parking Management System. The data will be communicated back and forth from the Central Control center

viii. A wireless handheld device should be provided to parking managers and operators for managing the parking related operations on the ground.

3.9.8.4 Auto Pay Station:

i. Shall accept payment through coins, paper currency, NDMC Smart Card, NFC and pay-by-phone integration

ii. Shall display real time information on desktop/ tablet or smartphone of the parking operator/ enforcement team

iii. Shall configure SMS and/ or email alerts to field staff

iv. Shall integrate with space sensors or any third party device

v. Shall include use of aesthetically sensitive exterior material for withstanding all weather conditions. Design of the unit will be finalized post approval from NDMC.

vi. Shall include integrated solar panel for long life battery power. Design of solar units will be finalized post approval from NDMC.

vii. Shall include accelerometers, shock, tilt sensors and tamper switches

viii. Shall include electronic locks with full access control and auditability of access

ix. Shall include manual backup lock and recue system

x. Shall include separate vault with self-locking cash tin

3.9.8.5 Intelligent Tow truck:

i. Consists of new chassis fitted with CNG and power steering. The truck must meet emission control norms as specified by RTO from time to time.

ii. Shall have the following facilities in addition to the towing assembly:

- Manual lifting system with chain pulley mounted on a MS framework for lifting 2 wheelers
- CCTV system with 1 no camera near the towing point and 1 No camera at the top of the driver cabin connected to DVR and color monitor mounted in the drivers cabin with 30 days storage
- PA system with a microphone and amplifier and horn speaker mounted externally
- Tow truck should be GPS enabled and can be monitored live from central control centre.
- Seating for helpers with storage for tools and tackles
- Shall be mounted with beacon and multi-toned siren.
- Power system with battery backup to meet the power requirement of all the devices and equipment as per specifications.
- Shall be aesthetically designed and must incorporate appropriate branding with approvals
- Height of the truck and crane shall not be more than 2.40 meter for access to indoor parking areas
- Shall have the capability to tow high value vehicles without any damage. Any damage to the vehicle will be the responsibility of the Concessionaire.
- Shall have the capability to tow SUVs.
- Shall have the capability to tow vehicles from any direction (from front, back, side or at any angle).

3.9.9 Entry & Exit Requirements

3.9.10 Entry Requirement (off street parking)

i. Entry of parking lot shall have a color LED display and should be integrated to display to the customer real time parking slots available for parking in English language. Applicable parking rates shall also be displayed.

ii. Entry Device shall be capable of dispensing tickets with printed QR Code. It should also be capable of scanning QR Code from mobile phones and other devices. Upon pressing the 'Ticket' button, a ticket will be issued with the following details:

- Entry time & date
- Unique ticket transaction number

- Entry Device identification
- Site identification

iii. Entry device shall have touch screen to allow motorist to enter the Unique Booking Code (alpha-numeric code) received by the motorist. Once the motorist enters Unique Booking Code, the Entry Device should dispense a QR Coded ticket with the following details:

- Pre booking authentication code
- Entry time & date
- Unique ticket transaction number
- Entry Device identification

iv. Entry Device should be NFC Ready and should have the capability to read Smart Parking Card, monthly passes, Corporate Cards or any other device.

v. An inbuilt integrated intercom capability should be available in the Entry Device, as an option. The intercom should allow VoIP communication with the Central Control Center. Intercom will be a digitally integrated industrial intercom system, with background noise cancellation technology

vi. Tickets should be fan-folded in stack, with advertising capability.

vii. Entry Device should be able to switch automatically from one box to the other to ensure continuous feed of tickets from both boxes.

viii. Notification shall be raised when ticket box is about to get empty. This notification shall be reflected at the monitoring console and server on a real time basis.

ix. All device activity must be logged in the system activity database.

x. Entry Device should be able to operate in Offline mode. It will retain maximum functionality even if the communication with the server is not available due to network failure or server crash. Every Entry Device should have a local memory of a few thousand transactions, in case of no connectivity. Upon reconnecting to the server the unit will update and restore all data with audit trail.

xi. Under all circumstances the system should be fully auditable for every single transaction.

3.9.11 Exit Requirement (Off Street parking)

I. Manual Pay Station at exit

II. Shall be foolproof and tamper proof with users not allowed to install applications and change any settings of the operating system.

III. Shall have all basic operability functions. It should be connected to the Integrated Industry Standard Open Platform via the network and be capable of remote monitoring from the same.

IV. Transactions shall get uploaded instantly and automatically to the central server using on-line connectivity via Wi-Fi/lease line. This should be in a real time mode, rather than at intermitted intervals.

V. Shall be possible to have a view of the health check/ status of the entire parking system from a Manual Pay station using a high level administration password or service technician password.

VI. Handheld QR Code Scanning Device or any other device used shall be connected using a USB Interface

VII. Automatic receipt issuing is a must.

VIII. Capable of accepting all supported means of payment like cash, credit cards, debit cards, e-wallet, smart card etc.

IX. Operators should log in and out of their shift using a unique authentication password. At the end of the shift a shift-report should be printed.

X. Shall send a report to the validation provider with the amount billed to them automatically at a defined time.

XI. Under all circumstances the system shall be fully auditable for every single transaction.

3.9.12 Entry and Exit Barrier (Off Street parking)

I. The barrier at entrance shall receive open and close commands from the entry device over the communication interface once ticket issue button is pressed.

II. The barrier at exit shall receive open and close commands from the Pay/ Exit Station. Barrier should be allowed to be open and close remotely through the server and console with detailed logs associated, to ensure no unauthorized opening and closing of the barrier is done.

III. Entry and exit barrier shall communicate with the Entry Device and Exit POS over an intelligent communication protocol to ensure that the system cannot be bypassed.

IV. Open and closing time for the barrier shall be within limits as per latest industry standards.

V. Barriers should be monitored for collision/ forced entry and provide indication to the Integrated Industry Standard Open Platform via its associated Entry Device or Manual Pay station.

VI. Barrier shall have 100% Duty Cycle.

VII. Barrier shall be a non–hydraulic mechanism for low maintenance.

VIII. Barrier shall have Self-locking gear system to ensure that the Barrier arm cannot be lifted manually.

IX. Barrier shall be free of any front line maintenance requirements – no requirement for grease application etc.

X. Barrier shall have an integrated two-channel induction loop detector

3.9.13 Parking Software

Supply, Installation, Testing & Commissioning of parking management system – Centralized Reporting & Management software with following features:

I. Shift reports including Operator name, Shift number and Shift wise traffic & transaction details

II. Traffic Report both in summary and detailed formats

III. Transaction details, time wise, period wise and shift wise

IV. Systems Reports including Gate Statistics, System Runtime, and System Reboot.

V. Daily & Monthly Summaries

VI. Other reports as per requirement of NDMC for efficient management.

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

i. Automatic Fee Computation based on either Fixed or Hourly plans. Provision for different tariff plan for different parking lots.

ii. Provision for user name and Passwords to restrict use to authorized persons only. Separate provisioning for Administrator and for General User

iii. Flexibility of Housekeeping within the software, which shall include Re-indexing, Deleting, Backup & Restoration of Data

iv. There shall be a provision that new entries to the car park are not permitted in case of the full occupancy of the Car Park

v. unique Identity for each transaction shall be created

vi. There shall be a provision to auto-capture images of cars at entry. Further there shall be a provision of storing such images with the unique identity, within the system and to recall the same at exit.

vii. Provision for pre-booking of parking space with flexibility of different or same charges for pre-booking, provision for cancellation of pre-booking, some percentage of charges for previous hours before actual booking hours.

3.9.14 Software for implementation of PMGS

I. Shall be implemented in the Integrated Industry Standard Open Platform to manage, monitor and control the Smart parking initiative.

II. Shall monitor and configure all devices with respect to parking (sensors, displays etc.).

III. Shall control the system functionality and enable remote monitoring from other computers.

IV. Shall provide capability to create full report of exact location with respect to floors, areas, levels, etc. Shall be customizable and able to update the parking lot occupancy and entry/ exit of vehicles in real time.

V. Shall provide real time status of all system components.

VI. Shall report alarms/ notifications when devices are un-connected; in the case of any equipment failure, on-screen alarm is displayed/ notified at the central control centre.

VII. Should issue notifications if a car is abandoned after the requisite period of time.

VIII. Shall provide full graphical plan information of the car park with exact locations.

IX. Shall allow download of the information and configuration of fields for maintenance purpose.

X. Shall have built in tools for third party integration to obtain real time information

XI. Shall provide access at user levels with passwords.

XII. Shall have historic log for available spaces, period of time.

XIII. The software should be able to handle manual overriding of available spaces, special parking requirements for reserved spaces and handicapped lots.

XIV. Shall manage energy saving of the car parks according to car park occupation.

XV. Shall reduce brightness of light indicators manually or automatically according to occupation.

XVI. Shall monitor any CCTV camera with IP connection.

XVII. Shall monitor electricity consumption, voltage, energy and harmonics.

3.10 Central Control Center

3.10.1 The central control centre will be the nodal point of availability of all online data and information related to smart sensors based Parking solution and connected to NDMC network of services. It shall consist of the following:

i. Centralized System for CCTV based Security with video wall for live monitoring.

ii. Equipment health monitoring and generates alerts

iii. Centralized data storage and its management

iv. Integration with Third Party Shared Services

v. Online backup of all data in NDMC Command and Control Centre.

3.10.2 Central Control Centre shall be established with all hardware, software and network infrastructure including switches, firewall, routers, storage servers, application servers, video-wall and other necessary equipment. The same shall be operated & maintained by the Concessionaire throughout the concession period.

3.11 CCTV Based Surveillance solution for all Parking lots

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

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

CCTV based Surveillance Cameras should cover areas of all parking lots given in RFP document. CCTV feed for 30 days will be kept in a local server in individual parking lots or combination of two or more parking lots. FTTH or Broadband of at least 20 Mbps or higher bandwidth shall be provided at each parking lots to view the online CCTV footage from the central control room and NDMC command and control centre on demand. Applicants will be responsible for design and engineering of all the network components for the live CCTV feed and analytics to the central control centre on demand, to meet functional requirement of project with suitable software interface both at back end and front end and facility for storage of Camera feed up to 30 days. Number of cameras to be installed shall be as per site requirement so that complete area of all parking lots shall be covered by these CCTV cameras and all parking slots shall be separately identifiable through these CCTV cameras. Additionally one lane all-around parking lot beyond parking area shall also be covered so that unauthorized parking near parking lot can be identified. Specifications of the cameras are as per clause 15.

3.12 Two Wheelers parking:

3.12.1 Camera based identification for two wheeler parking shall be implemented. The camera having features for identification of two wheelers will be installed by the Concessionaire. The online updation shall be available at the central server, CCC of NDMC and Mobile App.

i. Camera based parking occupancy detection system with capability of outdoor and indoor based two wheeler occupancy detection.

ii. Shall provide reliable detection within 20 seconds of two wheeler parking/ un-parking event occurrence.

iii. Shall support all weather operations – day/ night/ rain/ fog with reliable detection better than 80% (clear weather 90% reliability).

iv. Shall be connected online with central control centre.

4. INSTRUCTIONS TO THE APPLICANTS

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

A. GENERAL

4.1 General Information and Guidelines

4.1.1 NDMC invites bids to this Request fo Proposals("**RFP document**")from eligible Applicants as per the scope of work defined in this RFP document.RFP document means this RFP document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.

4.1.2 Anycontractthatmayresultfromthisbiddingprocesswillbeeffectivefromthedateof Signing of the Concession Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of seven years from the date of handing over of the parking lots. The seven years concession period consists of 'Implementation Period' of six months and 'Operation & Maintenance Period' of seven years (7) years of existing and proposed solution under this RFP.

4.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the NDMC nor confer any right on the Applicants, and the NDMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.

4.1.4 Applicants may carry out Project Site visits/ inspections/ testing at their own cost.

4.1.5 Applicant / Concessionaire has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.

4.1.6 All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by NDMC on the basis of this RFP document.

4.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Concession Agreement has been executed by or on behalf of NDMC. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Applicant. NDMC may cancel this public procurement at any time prior to a formal written Concession Agreement being executed by or on behalf of NDMC.

4.1.8 This RFP document supersedes and replaces any previous public documentation and communication. Applicants should place no reliance on such communications.

4.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

4.1.10 The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.22.00 Lakhs (Rupees Twenty Two Lakhs only) in accordance with the provisions of this RFP document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee acceptable to the NDMC, as per format at **Annexure–6**.

4.1.11 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant. Where a demand draft is provided, its validity shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, for the purposes of encashment by the NDMC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Applicant except in the case of the Preferred Applicant whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

4.1.12 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

4.1.13 The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.

4.1.14 The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.

4.1.15 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.

4.1.16 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.

4.1.17 The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.

4.1.18 The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.

4.1.19 Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Applicant shall also enclose CV's of the key persons including tasks assigned to them.

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

4.1.21 If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made

to meet the goals of the project, such changes shall be carried out without any cost. The quantities of hardware and software items as mentioned in this RFP document are indicative**.**

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

4.2 Change in Ownership

4.2.1 By submitting the Bid, the Applicant acknowledges that the Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period.Consortium member whose experience shall be counted will hold equity share capital representing not less than26% (twenty six per cent) of the paid-up equity of the Consortium. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Concession Agreement, be deemed to be a breach of the RFP document / Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

4.2.2 By submitting the Bid, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken

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

4.3 Cost of Bidding

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

4.4 Site visit and verification of information

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

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

(i) made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;

(ii) received all relevant information requested from the NDMC;

(iii) made a complete and careful examination of the various aspects of the Project including but not limited to:

(a) existing facilities and structures;

(b) conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;

(c) conditions affecting transportation, access, disposal, handling and storage of materials;

(d) all other matters that might affect the Applicant's performance under this RFP document;

(iv) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;

(v) satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;

(vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NDMC, or a ground for termination of the Concession Agreement by the Concessionaire;

(vii) acknowledged that it does not have a Conflict of Interest; and

(viii) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

4.5 Verification and Disqualification

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

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

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant does not provide, within the time specified by the NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or

(c) any act or omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 8.8).

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

4.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of

subsistence thereof, including the Concession thereby granted by the NDMC, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Acceptance or entering into of the Concession Agreement, and if the Preferred Applicant has already been issued the Letter of Acceptance or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Preferred Applicant or the Concessionaire, as the case may be, without the NDMC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement, or otherwise.

B. DOCUMENT

4.6 Contents of the RFP Document

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

Invitation for Bids

Section 1. Invitation for Proposal
Section 2. Project Overview
Section 3. Project Objective and Scope
Section 4. Instructions to the Applicants
Section 5. Evaluation of Bids
Section 6. Appointment of Concessionaire
Section 7. Fraud and Corrupt Practices
Section 8. Miscellaneous
Section 9. Punitive Clause
Section 10. Force Majeure
Section 11. Event of Default and Termination
Section 12. Dispute Resolution
Section 13. Liquidated Damages
Section 14. Exit Management Schedule
Section 15. Detailed Project Scope
Section 16. Bill of Material

Annexures:

1. Locations of Parking lots and the area.
2. Locations map of each parking lots.
3. Applicable Parking rates
4. Letter comprising the application for Bid submission.
5. Integrity Pact
6. Power of Attorney for Lead Member of Consortium
7. Joint Bidding Agreement
8. Format for Bank Guarantee
9. No Barring Certificate
10. Format for financial bid covering letter
11. Format for financial bid
12. Financial bid Estimation
13. Power of attorney for signing of Application
14. Statement of legal Capacity

4.7 Clarifications

4.7.1 Applicants requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated in Clause 1.4 by the date specified in Clause 1.7 (Key Events and Dates).NDMC shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The NDMC will upload clarifications, if any, on its website (www.ndmc.gov.in). The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Smart Parking Project"

Email: sec1@ndmc.gov.in

4.7.2 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the NDMC 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 NDMC to respond to any question or to provide any clarification.

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

4.8 Modification in the RFP Document

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

4.8.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the NDMC's website (www.ndmc.gov.in) to make it accessible to all Applicants, and shall be deemed to be a part of this RFP document.

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

C. PREPARATION AND SUBMISSION OF BIDS

4.9 Format and Signing of Bid

4.9.1 The Applicant shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

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

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

4.10 Sealing and Marking of Bids

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

(a) Envelope A: (i) Earnest Money Deposit; (ii) Cost of RFP document (in case of downloaded RFP document), if any; and (iii) Eligibility Criteria including the following:

(i) Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.

(ii) If applicable, the Power of Attorney for Lead Member of Consortium in the format of Annexure-7; and

(iii) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.

(b) Envelope B: Technical Bid. Envelope C: Financial Bid.

4.10.2 The Bidshall include the following documents: -

Envelope A		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	EMD – Rs.22 Lacs to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" Payable at Delhi/New Delhi.
2.	Cost of RFP document, if applicable	Cost of RFP document (in case of RFP document downloaded from website) – Rs.5,000 to be deposited in the form of Demand Draft/Bankers Cheque in favour of "Secretary, NDMC" Payable at Delhi/New Delhi.
3	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope B		
1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed. This Envelope should also mandatorily include un-priced Bill-of-Material (BOM).
Envelope C		
1	Financial Bid	The Financial Bid proposal shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed in RFP document.

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

"Bid for the Parking guidance and management Project"

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

4.10.3 Each of the envelopes shall be addressed to the officer designated in Clause 1.4.

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

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

4.11 Bid Due Date

4.11.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.4 in the manner and form as detailed in this RFP document.

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

4.12 Late Bids

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

4.13 Contents of the Bid

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

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

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

4.14 Modifications/ Substitution/ Withdrawal of Bids

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

4.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.10, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

4.15 Opening of Bids

4.15.1 The NDMC shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified in Clause 1.7 at the place specified in Clause 1.4 and in the presence of the Applicants who choose to attend.

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

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

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

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

4.15.6 Envelope C containing the Financial Proposal will remain unopened and will be held in custody of NDMC until the time of opening of the Financial Proposals.

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

4.16 Rejection of Bids

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

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

4.17 Validity of Bids

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

4.18 Confidentiality

4.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NDMC in relation to, or matters arising out of, or concerning the Bidding Process. The NDMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the NDMC or as may be required by law or in connection with any legal process.

4.18.2 The NDMC may allow the Concessionaire to review and utilize highly confidential public records and the Concessionaire shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

4.18.3 The Concessionaire shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

4.18.4 The NDMC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Concessionaire regarding any forbidden disclosure.

4.18.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

(i) information already available in the public domain;

(ii) information which has been developed independently by the Applicant / Concessionaire not affecting any interest of the NDMC;

(iii) information which has been received from a third party who had the right to disclose the aforesaid information;

(iv) information which has been disclosed to the public pursuant to a court order.

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

4.19 Correspondence with the Applicant

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

4.20 Contacts during Bid Evaluation

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

4.21 Deviation Statement

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

4.22 Bid Submission Format

The Applicant should ensure that all the required documents, as mentioned in this RFP document, are submitted alongwith the bid and in the prescribed format only. NDMC will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the

required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Applicant.

D. Earnest Money Deposit (EMD)

4.23 Earnest Money Deposit (EMD)

4.23.1 The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.22 Lacs (Rs. Twenty Two Lacs) in the form of Demand Draft/Pay Order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs.1,000 crore (Rs. One Thousand crore), in favour of the "Secretary NDMC" in the format at **Annexure– 8** (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

4.23.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

4.23.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.

4.23.4 The Earnest Money Deposit of unsuccessful Applicants will be returned by the NDMC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the NDMC.

4.23.5 The Preferred Applicant's EMD will be returned, without any interest, upon the Concessionaire signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.

4.23.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 4.23.7 herein below. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.

4.23.7 The EMD shall be forfeited as Damages without prejudice to any other right or

remedy that may be available to the NDMC under the RFP document and/ or under the Concession Agreement, or otherwise, if-

(a) an Applicant submits a non-responsive Bid;

(b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 7** of this RFP document;

(c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the NDMC;

(d) the Preferred Applicant fails within the specified time limit -

(i) to sign and return the duplicate copy of Letter of Agreement; or

(ii) to sign the Concession Agreement; or

(iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

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

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

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

E. Pre-Bid Meeting

4.24 Pre-BidMeeting

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

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

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

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

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

4.24.6 All enquiries from the Applicants relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document (Key Events and Dates – Clause 1.7).**These queries should also be emailed to sec1@ndmc.gov.in**

F. Administrative Guidelines

4.26 This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. NDMC is particular about safeguarding the aesthetics and regulatory norms of NDMC and expects the Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key NDMC requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:

(i) NDMC reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.

(ii) Any civil and architectural work or structural changes required while implementation should go through proper approvals from NDMC. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of NDMC based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee, and submit the revised plan for approval to NDMC. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by NDMC.

(iii) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. NDMC will extend assistance in getting the requisite permission from statutory bodies in this regard.

(iv) NDMC will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, software and licenses etc.

(v) The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.

(vi) The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration at its own cost.

(vii) The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.

(viii) The Concessionaire would also be required to maintain a centralized Helpdesk monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, NDMC and public.

(ix) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document. The Concessionaire shall ensure that

the products procured are of the OEM proposed in the bid. The material shall be checked/ validated/ audited through agency identified by NDMC, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to NDMC before installation.

Deviation Clause:

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

G. Operation and Maintenance (O&M) Guidelines

4.27 The Concessionaire shall follow the following Operation and Maintenance guidelines:

(i) The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by NDMC, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance parking enforcements and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the key this project operational characteristics.

(ii) Concessionaire will be responsible to deploy on-field and off-field (but on-site at NDMC) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of seven years. The Concessionaire has to manage all parking lots and collect revenue.

(iii) The Central Control Center will be hosted and operated at NDMC premises. Concessionaire will operate and maintain all equipment installed at Data Centre. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the Concessionaire.

(iv) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, CCTVs, LED signages, parking sensors and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of seven years from the date of signing of concession agreement and handing over of Parking lots to the Concessionaire. The Concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals, both on field and inside the Central Control Centre throughout the concession period.

(v) The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.

(vi) The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.

(vii) The team shall be required to take regular backup of the application data as per the frequency defined by NDMC. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.

(viii) The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools.

(ix) The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Concessionaire are referred, referenced, reviewed and maintained up-to-date at all times.

(x) All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Concession Agreement.

(xi) NDMC reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.

(xii) After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughoutthe concession period.

(xiii) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

H. Passive Cabling Guidelines

4.28.1 The Concessionaire is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling should be governed by a set of standards that specify wiring data centers, offices, and other buildings for data or voice communications, using fiber cables, category 5 (CAT 5E), category 6 (CAT 6), category 6A (CAT 6A) and modular sockets will be used as per requirement of data transfer. All material used shall be conforming to relevant standard as per ISO.

4.28.2 The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

4.29 General Terms & Conditions:

a) The parking lots are allotted on 'as is where is' basis and the Concessionaire agrees not to raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.

b) The Concessionaire agrees that no rebate whatsoever shall be admissible for the parking lots for national functions, temporary official functions of the Council/Government/Authorities or any entity duly authorized & permitted by the Council to hold any function at the parking place.

c) The license fee shall commence from the date of handing over of parking lots. The Concessionaire shall at no time raise any dispute regarding the date of commencement of license fee and nor it shall be entertained for any reason whatsoever by the Council. In case the Concessionaire defaults in the payment of Concessionaire fee for three months this agreement shall be liable for automatic termination and forfeiture of security deposit. The Concessionaire shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and NDMC shall not entertain any claim (s) in this regard.

d) The parties agree that the Concessionaire shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Applicant within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the NDMC to deal with the said parking lot as it deems fit and proper.

e) The Concessionaire shall not operate for parking of two wheelers/Two wheeler/Bikes in spaces other than the designated parking spaces for two wheelers. If there is any requirement of two wheeler parking the Concessionaire will take prior approval from NDMC.

f) The Concessionaire shall not be eligible for any rebate, refund or modification whatsoever to the Concessionaire's financial commitments/obligations to the Council for whatever reason. However if the available ECS of the parking lot is affected due to execution of any civil/excavation work by any governmental authority for more than seven days, the Concessionaire shall submit his report within 7 days of the date of occurrence of the hindrance supported with photograph and verified by an officer duly authorized in this behalf by NDMC. The proportionate rebate of intervening period from the date of receipt of notice from Concessionaire upto the hindrance period verified by the concerned department shall be worked out and will be adjusted accordingly against the minimum concession fee payable on pro-rata rate by the Concessionaire for future period, however, till receipt and acceptance of report the Concessionaire shall continue to pay the original minimum guaranteed license fee as fixed at the time of allotment and percentage revenue share whichever is more. After completion of the work, a similar report shall also be submitted to determine the actual period of hindrance.

g) The Concessionaire shall not cause any interference/hindrance to any activity of the Council or any government authority at the parking site in regards to the laying of pipe/conduit/cable etc. and the Concessionaire get the affected area redone at his own expense in an expedient manner as is expected of a prudent person.

h) The Concessionaire shall conform to the Council's pattern for parking of cars/two wheelers including inlet and exit for and the Concessionaire shall be bound to park the vehicles according to that said pattern and that in no case shall the Concessionaire allow washing of the cars/two wheelers/servicing/repairing etc. in the parking lot/area and that the Concessionaire shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection.

i) The Concessionaire will have to operate &supervise the operation and maintenance of the parking lot as per time schedule for the entire concession period and the Concessionaire agrees further to realize the parking fees as per Schedule appended to this Agreement at the rates prescribed therein.

j) The Concessionaire shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the vehicle (s) parked at the parking lot and the Concessionaire shall also be responsible liable for any damages/losses suits arising out of such an incident. That the Council shall not be liable or responsible for any omissions or commissions by the Concessionaire and/or its staff or any third party and the Concessionaire shall indemnify the Council for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Concessionaire.

k) The Concessionaire shall manage the parking through his employees, but shall not be allowed to sublet the parking site to any other person. The contract shall be liable to be determined with immediate effect it is noticed by the NDMC that in violation of the clause, he has allowed any other person other that his employee, to run the parking lot. A penalty as provided under Penalty clause shall be imposed and if violation continues the Council reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.

l) The Concessionaire shall only employ uniformed Parking Attendants at parking site only after getting their police verification done. The Concessionaire shall keep the Council informed of the particulars of the Attendants deployed by him at the parking site from time to time. The Concessionaire shall ensure that all the Parking Attendants wear uniforms (as decided by NDMC) with Badges displaying their names.

m) The Concessionaire shall not store any articles or allow any vendor or encroachment at the parking sites. He shall also not be allowed to erect any structure at the parking site, temporary or permanent. In case such structure has been erected by the Concessionaire, he shall be liable for prosecution. Such structure, if erected by the Concessionaire in an unauthorized manner, shall be removed/demolished at the risk and cost of the Concessionaire by the NDMC. The Concessionaire shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at

parking site, the same will be removed without any notice with an imposition of a penalty as per Penalty clause.

n) It is a condition of this agreement that the land of the parking site shall always remain the unhindered & exclusive property of the Council and the Concessionaire shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.

o) LOST PROFITS/CONSEQUENTIAL DAMAGES: In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

4.29.1 OWNERSHIP

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

4.29.3 MISCELLANEOUS PROVISIONS

INTERPRETATION

Save where the context otherwise requires in this Agreement:

a. Words Importing persons or parties shall include firms and Councils and any organization having legal capacity;

b. Words importing the singular shall include the plural and vice versa where the context so requires;

c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;

d. Reference to any gender includes a reference to all other genders;

e. References to the words "include" or "including" shall be construed without limitation;

f. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;

g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

5. EVALUATION OF BIDS

5.1 BID EVALUATION COMMITTEE

5.1.1 NDMC will constitute a Bid Evaluation Committee to evaluate the bids.

5.1.2 The Bid Evaluation Committee, NDMC may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant in the bid.

5.1.3 Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.

5.1.4 Technical marking of the bids will be done as per criteria defined in Clause 5.3.2.

5.1.5 All the bidders scoring 70% marks in the Technical bid will be declared as technically qualified for opening of their financial bids.

5.1A Tests of responsiveness

5.1A.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

(a) it is received as per the format defined in RFP document.

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.11;

(c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.9 and 4.10;

(d) it is accompanied by the Earnest Money Deposit;

(e) it is accompanied by the Power(s) of Attorney, if applicable;

(f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);

(g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;

(h) it does comply with all the Technical specifications and General Terms and conditions;

(i) it does not contain any condition or qualification;

(j) the Applicant has submitted all additional information or clarification as sought by NDMC within the prescribed period;

(k) Bids without duly signed integrity pact; and

(l) it is not non-responsive in terms thereof.

5.1A.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the

NDMC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

5.2 Earnest Money Deposit, RFP Document Cost (if applicable) and Eligibility Criteria (Envelope-A)

5.2.1 The bids without Earnest Money Deposit will be summarily rejected.

5.2.2 In case, the Applicant has downloaded the RFP document from the NDMC's website, then the Applicant is required to pay the cost of RFP document alongwith the EMD, failing which its bid will be rejected.

5.2.3 The bid of the Applicant shall be evaluated on the basis of the following Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/ 2013 is allowed. In case of consortium, the lead member shall be a Legal entity duly registered under the Companies Act 1956/ 2013.	a) Certificates of incorporation; b) Registration Certificates; c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper.
2	General Requirement	Applicant/ lead member in case of consortium should be in operation for a period of at least 3 years in India, prior to the last date of bid submission. Lead member shall have highest equity share-holding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the paid up equity of the Consortium.	Self-certified copy of documents to establish the General requirement conditions to be enclosed.
3	Turnover	The Applicant or lead member (in case of consortium) shall have an average annual turnover of at least INR 5.00 crores in last 3 Financial Year (2013-14, 2014-15, 2015-16) from (i) management/ operation of Parking; or (ii) Parking integration system; or (iii) management/ operation of automated Toll Management System.	a) Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and b) Audited financial statements for the last three financial years(FY2013-14,2014-15and 2015-16). In case the financial statement for 2015-16 is not audited then the same will be duly certified by the Charted Accountant.

4	Net-worth	Sole Applicant or lead member (in case of consortium)shall have positive net worth as per the audited financial statement of the financial year (2014-15).	Certificate from the Statutory Auditor on net worth details over the financial year (2014-15).
5	Solvency	The Applicant or lead member (in case of consortium) shall have bank Solvency certificate of not less thanRs.4.80 Crores (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).	Certificate from Bank in this regard.
6	Registration under Tax Labour Laws Electrical Laws, etc.	The Applicant or the Lead member should have a registered number of: (a) VAT/Sales Tax where his business is located; (b) Service Tax; (c) Income Tax PAN; (d) ESI & EPF registration as per Labour Laws.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Service Tax, ESI & EPF registration than the Applicant has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.
7	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure- 8.
8	Integrity Pact	Duly signed Integrity Pact **as per Annexure-9**	The Applicant has to submit has to submit duly signed Integrity Pact **as per Annexure-9**alongwith its proposal.

5.2.5 Consortium as mentioned in clause 5.2.3 above shall be subject to the condition mentioned below in clauses 5.2.7 and 5.2.8.

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

5.2.7 Consortium

5.2.7.1 Where the Applicant is a consortium, lead member alongwith other members of the consortium shall execute the Concession Agreement and implement the Project. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at

least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

(i) number of members in a consortium shall not exceed 3 (three);

(ii) the Application should contain the information required for each member of the Consortium;

(iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have highest equity shareholding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the paid up equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-7, signed by all the other members of the Consortium;

(iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;

(v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;

(vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;

(vii) commit to the profit and loss sharing ratio of each member; commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

(viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement

(ix) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-10 (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

(a) thatnotwithstandinganythingcontrarycontainedinthisRFPortheAgreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;

(b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;

(c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement

(d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default

(e) that the proposed roles and responsibilities, if any, of each member;

(f) the minimum equity stake commitment, to be held by each member;

(g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the Consortium.

(h) that members of the Consortium shall not dilute their equity stake in the Consortium throughout the concession period.

(i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(x) except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the NDMC;

(xi) in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

5.2.8 Change in composition of the Consortium

5.2.8.1 Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the NDMC during the Bid Stage, only where:

(a) the Lead Member continues to be the Lead Member of the Consortium;

(b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

5.2.8.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the NDMC and must be approved by the NDMC in writing. The Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

5.2.8.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.

5.2.8.4 The option of change in composition of the Consortium which is available under Clause 5.2.8.1 may be exercised by any Applicant who is either a Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project.

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

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

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

5.3 Technical Evaluation (Envelope B)

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

5.3.2 Criteria for Technical Evaluation

S. No.	Criteria	Technical Evaluation Parameter	Maximum Marks
1	Financial Capability	Average Annual turnover of Applicant/ Lead Member (in case of consortium) from last three financial years (FY 2013-14, 2014-2015, 2015-2016) from (i) management/ operation of Parking; or (ii) Parking integration system; or (iii) management/ operation of automated Toll Management System.: (i) Average annual turnover of Rs. 5Cr.: 12 marks (ii) Average annual turnover of Rs. 10Cr. and above: 20marks (iii) Marks will be assign on pro-rata basis for Average	20

<table>
<tr><th>S. No.</th><th>Criteria</th><th colspan="3">Technical Evaluation Parameter</th><th>Maximum Marks</th></tr>
<tr><td></td><td></td><td colspan="3">Annual Turnover in between Rs. 5 Cr. to Rs.10 Cr.</td><td></td></tr>
<tr><td>2</td><td>Experience of Managing/Operating Parking slots</td><td colspan="3">The Applicant or its consortium members(if any)should have following past experience duringthelast7 years ending the date of call of RFP :
<table><tr><td>a) Experience of Managing/Operating Parking slots of at least 5000 car parking slots (any type of 4 wheeler parking)</td><td>The Applicant or its any consortium member (confirming to clause 5.2.7) should have completed operation& management/ are currently operating and managing parking lots having at least 5000 ECS (considering all parking lots with the company)for a time period of minimum 2 years during last 7years :12 marks.
For operation and management of parking lots having 10000 ECS or more for two years: 20 marks.
The marking will be done on pro-rata basis for managing/operating of Parking slots in between.</td><td>20</td></tr><tr><td>(b) Experience of Design, Supply, Installation, Commissioning and operation of Smart Parking Guidance &Management System which comprises of Sensor based parking , Parking Management Software, Parking Guidance System</td><td>The Applicant or its any consortium member(confirming to clause 5.2.7)should have completed similar project[1] for parking lots having
500 ECS: 12marks
>=1000 ECS : 20 marks
The marking will be</td><td>20</td></tr></table></td><td>55</td></tr>
</table>

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

S. No.	Criteria	Technical Evaluation Parameter			Maximum Marks
		during last 7years	done on pro-rata basis for such projects of Parking slots in between 500 to 1000.		
		(c) Experience of smart parking management system with the following additional features: Electronically Operated Boom Barriers, auto-pay machines, Smart Card Reader, towing vehicles	The Applicant or its any consortium member(confirming to clause 5.2.7)should have implemented and operated smart parking management system for one year during last 7 years having at least three features out of following four features: i. Electronically Operated Boom Barriers ii. Auto-pay machines iii. Smart Card Reader iv. Towing vehicles For a project having at least three features as mentioned above 500 ECS: 3 marks >=1000 ECS:5marks The marking will be done on pro-rata basis for such projects of Parking slots in between 500 to 1000.	5	
		(d) Experience of managing real time data centres or on cloud for parking management system	The Applicant or any of its consortium member(confirming to clause 5.2.7) should have completed such	5	

S. No.	Criteria	Technical Evaluation Parameter			Maximum Marks
		of at least 5 different locations. This should involve relay of real time parking information from parking lots to a central data centre/cloud and thereafter to each electronic display board at each parking lot.	projects: 5 marks for each such project[2]		
		(e) Experience: mobile App for parking management and booking	The Applicant or its any consortium member(confirming to clause 5.2.7)should have developed mobile App which is in use for at-least six months for smart parking showing real-time availability of parking slots, online payment options, options for pre booking of parking slots during the last 7years ending the date of call of RFP	5	
3	Approach, Methodology, Project Management, Execution Methodology, SLA management, Value Addition	(i) Maximum automation with limited human intervention in the overall scope of parking management and revenue collection system- 4 marks (ii) Technology Architecture blue print with various components asked–2 marks (iii) Innovative Solution/ Value addition – 2 marks (iv) Correlation and analytics of real time data–2 marks			10
4	Technical & Management Manpower	Proposed technical & managerial manpower at various stages of project (implementation and maintenance) and CV of Key professionals as mentioned in clause 5.3.6(iv).			5
5	Presentation	Presentation consisting of animated film of 3-5 minutes providing details of the proposed system including equipment, software, hardware and seamless integration.			10
Total Marks					**100**

[2]Here each such Project means managing real time data centres of parking management system of at least 5 different locations. This should involve relay of real time parking information from parking lots to a central data centre and thereafter to each electronic display board at each parking lot.

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

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

(i) Technical Proposal Evaluation;

(ii) Technical Presentation; and

5.3.4Technical Presentation

The Applicants, who will found eligible in terms of Clause 5 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Applicant by the NDMC in writing before the Bid Evaluation Committee.

5.3.5 NDMC may visit various client sites national or global to validate the project citations and implementation experience quoted by the Applicant. The NDMC will bear the expenses on the NDMC officers/officials tour and the Applicant shall facilitate the same. All the expenses incurred by the Applicant for the purposes mentioned in this clauses 5.3.4 and 5.3.5 will be borne by the Applicant except NDMC officials expenses.

5.3.6 Manpower deployment

NDMC would like to give emphasis on the suitable technical staff proposed for the concession period. Applicant may propose personnel for different skill-sets required for different responsibilities during Project Implementation and Operation & Maintenance periods. Following documentation is expected in this section:

(i) Overall Project Team (for both Project Implementation & O&M and Parking Management Teams) as per requirement.

(ii) Escalation Chart for the entire Project Duration

(iii) Summary Table giving Qualification, Experiences, Certifications, Relevance to the project, including detail CVs.

(iv) Undertaking stating that deployed manpower will be according to that proposed in the Bid for Technical Evaluation.

S.No.	Category of Personnel	Nos.	Educational qualification	Experience
1.	Project Manager	one	B.Tech./MBA	At least two years' experience of parking management
2	Hardware Engineer	one	Graduate with	At least two years' experience of hardware

			1 yr. Diploma/ Certificate in Computer Hardware	maintenance related to automated parking equipment.
3	Communication Network Engineer	one	Graduate with 1 yr. Diploma/ Certificate in Networking	At least two years' experience of networking hardware equipment (like managed switches, Routers, Passive cabling etc.) maintenance
4	Software Engineer	one	B.Tech. in Computer Science/MCA	At least two years' experience of parking management and Guidance Software.

5.3.7 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:

(i) 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.

(ii) Describe the proposed Technical Solution for each of the initiative, namely parking guidance and management solution for off-street, on-street and indoor parking in a structured manner. Following should be captured in the same:

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

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

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

d. Technical Design and clear articulation of benefits to NDMC of various components of the solution.

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

f. Any other parameter.

(iii) Provide detailed Approach and Methodology for Implementation and Post-Implementation periods.

(iv) 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 table format.

(v) Detailed Project Plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical and IT components for the Smart parking, Central Control Centre including data centre and networking.

(vi) Insights into Best and latest Industry practices and standards.

5.3.8ComplianceTable to the IT/ Non-IT Components

The RFP document has specified the benchmark/ minimum specifications for various components. Applicant is expected to give a comprehensive compliance sheet for the equipment/software proposed by them.

5.3.9 Technical Scoring and Evaluation

5.3.9.1For the purpose of arriving at Technical Score, the bid shall be evaluated against the Technical Parameters, with respective weightage, as given in RFP document.

5.3.9.2The Total Technical Score will be calculated out of100 Marks. The Applicant has to score the following minimum Qualifying Marks to qualify in the Technical Evaluation Criteria:

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

5.3.9.3The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening (Envelope C). The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.

5.4 FINANCIAL BID

5.4.1 Submission of Financial Bids

5.4.1.1The Applicant shall quote the percentage of **revenue** earned to give to NDMC as concession feethroughout the concession period of seven (7) years from the date of signing of concession agreement and handing over of the parking lots, as per the format given in the RFP document(Annexure-5)subject to minimum concession for the project as INR 1,00,00,000/- (Rupees one crore only) per month.

5.4.1.2 The information regarding cost of equipment, cost of installations, manpower costs and O&M including parking management costs throughout the concession period should be provided as per the format given in the RFP document (Annexure-11: Table 1 to 4).

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

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

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

5.4.2 Financial Evaluation

5.4.2.1TheFinancial Bids of Technically Qualified Applicants will be opened on date, time and place as communicated to the Applicant by the NDMC in writing in the presence of Applicants who choose to attend.

5.4.2.2The Financial Bids shall be evaluated on the basis of the monthly concession fee quoted by the Concessionaire in terms of % age sharing to NDMC as per clause 5.4.1 above.

5.4.2.3The Applicant whose Financial Bid has the highest quoted monthly concession fee “percentage of revenue” to be payable to the NDMC for the Project (“H1 Applicant”) shall be the best preferred applicant.

5.6 Evaluation for Preferred Applicant

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

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

(a) The Applicant whose Technical Score is highest for the Project among such Applicants having same Concession fee will be declared as Preferred Applicant;

(b) In case, Applicants having same Concession fee also have same Technical Score, then the Applicant having more financial net worth at the end of financial year 2014-15 will be declared as Preferred Applicant;

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

6. APPOINTMENT OF CONCESSIONAIRE

6.1 Selection of Applicant

6.1.1 After selection of Preferred Applicant in terms of Clause 5.6, a Letter of Award (the "LOA") shall be issued, in duplicate, by the NDMC to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant to acknowledge the LOA.

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

6.1.3 Upon issue of LOA to the Preferred Applicant, NDMC will release the EMD of all Applicants, except the Preferred Applicant.

6.1.4 After acknowledgement of the LOA as aforesaid by the Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within the period prescribed in Clause 1.7. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

6.2 Term of the Concession Agreement

The term of this Concession Agreement shall be a period of seven (7) years from the date of signing of this Agreement or handing over of Parking lots whichever is later. The Concession Agreement period shall not be extended beyond seven (7) years in any case.

6.3 Performance Bank Guarantee

6.3.1 The Preferred Applicant will be required to submit a Performance Bank Guarantee (PBG)of Rs.4 Crores to the NDMC within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

6.3.2 In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

6.3.3 In case, the Preferred Applicant fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the Preferred Applicant without giving any notice and may invoke the EMD of such Preferred Applicant.

6.3.4 NDMC shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or NDMC incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.4 Release of Performance Bank Guarantee

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

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

6.5 Signing of Concession Agreement

6.5.1 Subsequent to NDMC's issuing Letter of Acceptance to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with the NDMC within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Applicant within the prescribed period.

6.5.2 Failure of the Preferred Applicant to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.

6.5.3 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the time lines for execution of

Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

6.6 TAX LIABILITY

6.6.1 The Concessionaire shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.

6.6.2 The Concessionaire indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License.

6.6.2 The Concessionaire should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

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

6.7.1 The performance of Applicant will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Concessionaire fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Concession Agreement may be terminated by giving30 days' notice as cure period and if it is not cured within 30 days then NDMC will terminate the Concession Agreement by giving further notice of 30 days for termination of Concession Agreement. NDMC's decision in this regard will be final. In case of termination of this Concession Agreement, NDMC shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. NDMC will not pay any charges to the Applicant. Failure of the Preferred Applicant/ Concessionaire to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event NDMC may take a decision to re-issue the RFP document. In such a case, NDMC shall invoke the PBG of the most responsive Applicant / Preferred Applicant.

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

7. FRAUD AND CORRUPT PRACTICES

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

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

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.1.22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement,

who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. MISCELLANEOUS

8.1 Jurisdiction of Court

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

8.2 The NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the NDMC by, on behalf of, and/ or in relation to any Applicant; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

8.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the NDMC, 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.

8.4 The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.

8.5 In the event of any restrictions being imposed by the NDMC, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;

b) The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;

c) Labour huts/ stay of workmen will not be allowed at project area and in NDMC area;

d) The Concessionaire shall be responsible for behavior and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;

e) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;

f) The Concessionaire shall be responsible for the conduct and behavior of its workers employed for the work;

g) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Concessionaire reserves the right to change the staff as per its requirement;

h) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

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

8.7 Indemnity Clause

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

8.8 Applicable Law(s)

The Concessionaire has to follow all the applicable statues, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination

by, or any interpretation or adjudication having the force of law in India as amended form time to time while providing these services.

8.9 Integrity Pact

The Applicant shall submit a duly signed integrity pact as per Annexure-9 along with its proposal as per the RFP document.

8.10 Documents and Information

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

8.11 Language

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

8.12 Conflict of Interest

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

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an

intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

(iv) such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or

(v) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) such Applicant or any Associate thereof has participated as a consultant to the NDMC in the preparation of any documents, design or technical specifications of the Project.

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

8.13 Non Transferability of RFP document

This RFP document is non-transferable.

8.14 Loss and Theft of Property

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 his own cost to continue the services under the scope of RFP document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty Clause for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then NDMC will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

8.15 Severability

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

8.16 Notices

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

If to NDMC:

_____ (designation of authorized officer)

_____

_____

Fax No. _____

If to the Concessionaire:

The _____ (Designation)

_____

_____

_____

Fax No. _____

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

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

(ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

8.17 Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the

Concessionaire to the NDMC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the NDMC.

Provided the stipulation regarding interest for delayed payments contained in this Clause 8.19 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

8.18 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

iii. Shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

9. PUNITIVE CLAUSE

9.1 NDMC will impose a fine on the Concessionaire for not meeting the **Implementation Service Level Agreements (SLAs)** and **Post-Implementation SLAs** as detailed below:

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

Delay (Weeks)	**Penalty value**	**Incentive for complete implementation of the project as per scope of the work defined in this RFP document before six months from the date of the handing over of the parking lots.**
Per week	Rs.20 lakhs per week	Rs. 5 lakhs per week
Maximum (10 weeks)	Rs.2.0 crores [@ Rs.20 lakhs per week]	Rs. 50 lakhs @ 5 lakhs per week

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

Additional Penalties for non-completion of the monthly installation programme of individual Parking lots of works like parking sensors, CCTV, LED signage's and other equipment etc. Rs. 5 Lakhs per week.

9.1.2 Post-Implementation SLAs

9.1.2.1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

(A) if any complaint of over-charging or collecting parking charges outside the parking area defined in RFP document or subsequently allotted is received from the complainant or any violation is noticed, the same shall be investigated by the NDMC and if found true, then a penalty of minimum amount of Rs.5,00,000/- for each such incident shall be imposed on the Concessionaire and for repeated violation, action shall be taken against the Concessionaire as per clause No. 11to terminate the agreement.

(B) The Concessionaire has to ensure that all the vehicles will be parked in the space defined for each vehicle in the parking lot. The parking attendant will ensure proper parking of vehicles in each slot. For each such violation a penalty of Rupees two hundred per vehicle per incident will be imposed.

(C) The Concessionaire has to ensure that the number of vehicles parked shall not exceed the designated capacity of each parking lot. For each such violation a penalty of Rupees Five Thousand per vehicle per incident will be imposed.

(D) For non-operation of database on any of the days, NDMC will charge the concession fee of that day equal to the highest collection of parking charges for a day in year.

(E) The uptime commitment of all the parking sensors, LED display, or any other equipment/communication devices used for real-time availability of parking spaces and its billing is 99%. The uptime commitment of all the CCTV and related equipment and its communication devices is 98%.For uptime below the limits defined above the following penalties will be imposed:

(i) Parking sensor:	Rs. Two Hundred fifty per day per sensor
(ii) Boom Barrier:	Rs. Five Thousand per day per Boom Barrier
(iii) Hand held device:	Rs. One Thousand per day per Hand held device
(iv) CCTV camera:	Rs. One Thousand per day per CCTV camera
(v) LED Display:	Rs.One Thousand per day per LED display (small)
	Rs.Two Thousand per day per LED display (Large)
	Rs.Three Thousand per day per VMS LED display

(F) If the online information of parked vehicles/availability of parking is not matching with the actual position (99% accuracy) than a penalty of Rs.5000/- (Rupees Five Thousand) per parking lot per day will be imposed.

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

9.1.2.2 Penalty levied for non-performance as per SLA requirements shall have to be deposited monthly by the Concessionaire at the completion of each monthon7thday of every month alongwith concession fee otherwise interest will be charged @ 18% per year from the date of non-payment of these penalties. If the penalties amount along with interest exceeds Rs.2crores in a year then NDMC will have the right to terminate the agreement.

9.1.2.3The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Concessionaire and audited by NDMC for accuracy and reliability. The Concessionaire would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

9.1.2.4 In the event of non-compliance to this condition, NDMC reserves the right to invoke the termination clause. All the activities and obligations pursuant to the

termination, shall be as per Termination Clause as provided in this RFP document.

9.2 Penalties for vehicle parked outside parking lot but not tow away/clamped by the Concessionaire a penalty of Rs.200/- per vehicle per day will be levied.

9.3 Other Penalties

It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of NCT of Delhi, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):

- Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NDMC.
- Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
- Guidelines Breach: Non-compliance to guidelines shared by various government agencies 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:

Type	**Measurement (Unit)**	**Response Time (in unit)**	**Penalty on response w.r.t. delay /Unit**
Information Security Breach	Hours	1	Rs.1,00,000/-
Network & System Security Breach	Hours	1	Rs.2,00,000/-
Guidelines Breach	Days	7	Rs.1,00,000/-

The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to Rs.1,25,000/- would be imposed on the Concessionaire.

In case of more than three (3) instances of breach within a single calendar year, NDMC reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by NDMC.

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

9.4 Manpower Availability

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

9.4.2 The Concessionaire needs to submit online attendance report on daily basis.

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

9.5.1 In case of a force majeure event effecting 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.

9.5.2 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.

10. FORCEMAJEURE

10.1 Definition of Force Majeure

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

10.2 Force Majeure events

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

(i) Act of God, including earth quake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;

(ii) Radioactive contamination or ionizing radiation or biological contamination;

(iii) A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not),in each case affecting on a general basis the industry related to the affected Services and which is not attribute able to any unreasonable action or inaction on the part of the Concessionaire or any of its Sub Concessionaires or suppliers and the settlement of which is beyond the reasonable control of all such persons;

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

(v) An act of war (whether declared or undeclared),hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven(7)days.

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

10.3 Notification procedure for Force Majeure

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

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

10.4 Allocation of costs arising out of Force Majeure

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

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

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

10.6 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the oases of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

11. EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

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

(i) The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay complete implementation of the scope of work defined in this RFP document beyond10 weeks of the Scheduled Date, which is six months from the date of handing over of the parking lots;

(ii) The Concessionaire has failed to complete implementation of the scope of work defined in this RFP document beyond10 weeks of the Scheduled Date, which is six months from the date of handing over of the parking lots;

(iii) The Concessionaire is in Material Breach of O&M Requirements;

(iv) Any representation made or warranties given by the Concessionaire under this RFP document is found to be false or misleading;

(v) The Concessionaire has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;

(vi) The Concessionaire has failed to ensure minimum shareholding requirements specified in clause 5.2;

(vii) A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;

(viii) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this RFP document, and provided further that:

a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;

b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and

c) RFP document remains in full force and effect.

(ix) The Concessionaire has abandoned the Project Facilities.

(x) The Concessionaire has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.

(xi) The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.

(xii) The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.

(xiii) The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.

(xiv) The Concessionaire reporting bankruptcy to the NDMC, or any appropriate statutory forum.

(xv) If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the Council or is convicted by any orders of the Court.

(xvi) If the Council has a reason to believe that the parking contract has been transferred/sold or in any way alienated to any third party or that the parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such parking space.

(xvii) If the Concessionaire makes any encroachment on the public land.

(xviii) If the parking is used in such a way that it obstructs the passage for the pedestrian traffic.

(xix) If the parking site is used for any purpose other than parking of private cars/buses/motorcycles/two wheelers etc.

(xx) If the Concessionaire obstructs the entry of Chairperson/Member of the Council or any other Officer authorized by him/her.

(xxi) If the Concessionaire charges parking fee not in conformity with the prescribed rates.

(xxii) If the Concessionaire refuses to park any vehicle when parking space is available.

(xxiii) If the Concessionaire does not resolve the complaints of the vehicles owner/NDMC within the reasonable time.

(xxiv) If the Concessionaire puts up any super-structure in contravention of the terms & conditions.

11.2 No Breach of Obligations

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

(i) Force Majeure Event as provided under clause 10;

(ii) Compliance with written instructions of the NDMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder or any applicable law;

11.3 Termination due to Events of Default

If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to Council, three months' notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit will stand forfeited in favour of the Licensor (Council).Notwithstanding anything contrary contained in this agreement, nothing would prevent the Council to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the Concessionaire whatsoever.

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

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

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

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

11.3.2 If NDMC decides to terminate this Agreement pursuant to preceding clause11.3.1, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the **"Concessionaire's Proposal to Rectify"**). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

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

11.4 Termination Notice

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

i. in sufficient detail the underlying Event of Default;

ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;

iii. the estimated Termination Payment including the details of computation thereof and;

iv. any other relevant information.

11.5 Obligation of Parties

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

i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,

ii. the Termination Payment, if any, payable by the Concessionaire is paid to the NDMC before the Termination Date; and

iii. the Project Facilities are handed over to NDMC by the Concessionaire on the Termination Date, free from any Encumbrance, under this Agreement.

11.6 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this RFP document, if the Concessionaire cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Concessionaire shall compensate the NDMC for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

11.7 Termination Payments

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

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

11.8 Rights of NDMC on Termination

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

i. Enter upon the Project Site and take over the Project Facilities without any hindrance.

ii. prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site / Project Facilities;

iii. step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify:

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

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

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

11.9 Rights of Parties

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

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

12. DISPUTE RESOLUTION

12.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NDMC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.

12.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.

12.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Concessionaire shall continue to perform and make due payments to NDMC as per the Concession Agreement.

13. LIQUIDATED DAMAGES

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

14. EXITMANAGEMENT SCHEDULE

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

14.2 Transfer of assets

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

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

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

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

i. in the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Concessionaire, the Concessionaire shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NDMC.

ii. All title to the Assets and Services to be transferred to the NDMC pursuant to this Clause shall be transferred to NDMC, within the time period as mentioned in clause 14.2.1.

14.2.5 The outgoing Concessionaire will pass on to NDMC, the subsisting rights in any licensed products on terms not less favorable to NDMC, than that enjoyed by the outgoing Concessionaire.

14.3 Cooperation and Provision of Information

During the Exit Management Period:

(i) the Concessionaire will allow the NDMC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NDMC to assess the existing services being delivered;

(ii) promptly on reasonable request by the NDMC, the Concessionaire shall provide access to and copies of all information held or controlled by them

which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Concessionaire). The NDMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Concessionaire shall permit the NDMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the NDMC to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.

15. TECHNICAL SPECIFICATIONS

15.1 Entry Device

i. Communication protocol shall be TCP/IP
ii. Conform to ISO 9001 Quality Assurance Standard
iii. CE, FCC, IC, CNRTLUS certified
iv. Degree of protection based on IEC 60529: IP43

15.2 Exit Device

i. Conform to ISO 9001 Quality Assurance Standard

15.3 Entry/Exit Barrier

i. The Barrier unit must conform to ISO 9001 Quality Assurance standards
ii. CE certified
iii. Degree of protection: IP34D

15.4 Outdoor Parking Sensors

i. Conform to ISO 9001 Quality Assurance Standard
ii. Protection Level: IP67 certified by NABL
iii. Floor/Road mounted
iv. Battery powered with at least 7 years battery life
v. Wireless communication based on 2.4Ghz ISM band with 128 bit AES encryption based security
vi. Detection using magnetic-cum- optic or magnetic-cum-IR technology
vii. Detection Accuracy better than 99%
viii. Sensor shall send alert messages for battery replacement prior to imminent battery failure

15.5 Indoor Parking Sensors

i. Conform to ISO 9001 Quality Assurance Standard
ii. Protection Level: IP55 certified by NABL
iii. Ceiling mounted at ceiling height as applicable
iv. Battery powered with at least 7 years battery life
v. Wireless communication based on 2.4Ghz ISM band with 128 bit AES encryption based security
vi. Detection using magnetic cum optic or magnetic cum IR technology
vii. Detection Accuracy better than 99%
viii. Sensor shall send alert messages for battery replacement prior to imminent battery failure

15.6 Wireless Repeater/Mesh AP

i. Indoor and outdoor sensors shall communicate with Wireless Gateway through Repeaters as applicable, based on adequate coverage of full area of parking. Each repeater shall support communication with minimum 30 parking sensors (indoor and outdoor) and a wireless gateway.

ii. Each Repeater shall have battery backup for 6 hours of operation and powered through AC mains

iii. Repeater shall have IP67 protection

iv. Repeaters shall communicate wirelessly at 2.4Ghz and 5Ghz ISM band with 128 bit AES encryption

15.7 Wireless Gateway/ Root AP

i. Wireless Gateway shall communicate with northbound network through dedicated leased lines connecting central control centre or though pre-terminated MPLS circuits over fiber network

ii. Wireless Gateway shall communicate wirelessly at 2.4Ghz/5 Ghz ISM band with 128 bit AES encryption with southbound devices like wireless Repeaters and parking sensors

iii. Every Repeater shall have battery backup for 6 hours of operation and powered through AC mains

iv. Wireless Gateway shall have IP67 protection

v. Wireless Gateway shall connect upto minimum 10 repeaters within its radio range

15.8 Parking light aisle indicators

i. Conform ISO 9001 Quality Assurance Standard

ii. Protection Level: IP55

15.9 Indoor LED indicators

i. Conform ISO 9001 Quality Assurance Standard

15.10 VMS Display

S. No.	Specifications	Minimum Requirements
1.	Source of light	High intensity LEDs
2.	Colour	True Colour
3.	Brightness	>8000 cd/m2
4.	Luminance Class	L-3 as per EN 12966
5.	Contrast Ratio	R2-R3 as per EN 12966
6.	Beam Ratio	B-3 as per should be wide angle B6 or B7 or B4
7.	Viewing distance	>300 meters
8.	Display capability	Alpha-numeric, Pictorials, Graphical & Video
9.	Display Front Panel	100% anti-glare
10.	Language	Multilingual (Hindi/English) and all fonts supported by windows.
11.	Auto Dimming	Auto dimming adjust to ambient light level.
12.	In built sensor	Photoelectric sensor
13.	Storage capacity	Minimum 100 GB

S. No.	Specifications	Minimum Requirements
14.	Display area	Display size of VMD should be 3x2 mtrs.
15.	Number of Lines &Characters	The number of lines and characters can be customized as per the requirement s(Min. 3 lines & 10 characters)
16.	Brightness & control	Controlled through software
17.	Display Driving method	Direct current control driving circuit. Driver card of display applies Direct Current Technology.
18.	Display Style	Stay on and flashing
19.	Connectivity	IP based
20.	Access control	Access control mechanism would be also required to establish so that the usage is regulated.
21.	Integration	With smart city operations centre and service providers for offering G2C and B2c services.
22.	Construction	Cast Iron Foundation and M.S. Pole, Sturdy Body for equipment.
23.	Battery	Internal Battery with different charging options (Solar/Mains)
24.	Power	Automatic on/off operation
25.	Casing	IP-55 rated for housing
26.	Operating conditions	O^o to 55^o C

15.11 Ticket Dispenser

I. Backlit push button for ticket request
II. Intercom button & cover
III. 2D thermal printer unit with cutter
IV. Heater& fan with built in to maintain normal temperature
V. Electronic control board with: built-in inductive metal detector
VI. Communication with central unit by RS485 network interface board for unit wiring unit power supply Offered options
VII. Passive proximity reader for cards 125 kHz ISO size
VIII. Backlit LCD display 4 x 20 characters
IX. Long range AVI reader AT 4/868 FEATURES
X. On line with central unit
XI. RS485 communication network as standard
XII. High resolution printer-200 DPI (8 dots/mm) Printing speed 150mm/sec
XIII. 270mm roll thermal paper for 9000 ticket (80gr) or 4500 (140 gr)

- Up to 5000 users storage in off line
- Up to 15000 events storage in off line

- Free input for external reader
- Passive proximity reader for cards 125 kHz ISO size Type of read cards coding UNIQUE (EM 4102) Max reading distance 10 cm

XIV. Opening pulse operating against valid ticket or card check

15.12 Data Center and Filed requirement of Security & Network Solution

Following is the brief requirement of network and security components required in solution:

i. **Network Components at Parking Locations**

a. **Industrial grade Ethernet Switches** are required to extend the enterprise networks capability of Ethernet switching to outdoor city network thereby extending superior security and video services from enterprise to surveillance and other management applications. Proposed switches should be ruggedized, easy-to-manage, resilient, and enhanced through industry-specific protocols.

ii. **Data Center / Centralized location Network Components for Parking Solution:** Following are the highlighted components of Data Center:

a. **Core Switch:** Core Switch should be proposed with High backplane as required for multiple feeds coming in DC from Video cameras, high 10 Giga Ethernet port scalability and high throughput capabilities.

b. **Internet and Intranet Routers**: Internet and Intranet routers should be proposed in Data center to provision the services access to NDMC users and citizens incase as they access the applications via Internet and intranet respectively. In case of MPLS network provided by NDMC. In future the concessionaire will arrange necessary routers and switches at the parking lots and also at central control centre to bring online feed of CCTV camera at the central control centre. Routers for Parking Locations and Intranet connectivity at DC and parking lots should be maintained initially by FTTH/Broadband connections are to be provisioned by bidder **Computing:** Servers are required at Data Center to host applications for Video Surveillance, Parking and other applications. Servers should be proposed with capabilities to consolidated resources at servers, accelerate server deployments and simply management.

c. **Perimeter Security using Firewall and IPS:** Data center is essentially the core of all proposed applications and a focal point of sensitive data. Data centers concentrate essential services and confidential user data, while facilitating all communications and data exchange between internal users, external users, and partner agencies. The vital functions that data centers play in a business make them a target that attackers are most interested. So the perimeter Firewalls along with IPS should be proposed at Datacenter. Proposed Security appliances should offer state-of-the-art security, which should flexible enough to meet NDMC's needs as it grows and changes. Data Traffic travelling FTTH/Broadband MPLS

VPN/Leased Line shall be transparently inspected through an IPS before entering the DC.

d. **Managed Switch:** Managed access switches should be proposed at centralized location. Proposed switches are preferred to be fixed-configuration, Gigabit Ethernet switches that provide enterprise-class access for applications.

e. **Centralized Policy and services Solution:** As data Center demand policy to control access and protect resources in data center network, so centralized policy engine should be proposed for Authentication and Authorization plus to provide intelligence about devices connecting to the network through Device Profiling whenever required. In order to deny or enforce specific authorization rules, Device Profiling should allow discovering, locating, and determining the type and capabilities of endpoints that are attached to the network. The policy and authentication engine should be used to create VPN access and Wireless Access over wireless Devices located at every parking site. All features for Device profiling and Access should be available with perpetual license.

15.13 Centralized Location/ Data Centre Solution

15.13.1 Centralized Network architecture is envisaged for NDMC parking solution, in which data processing is carried out at a Centralized location. These locations would have set of servers to support the processing needs of the Department. Centralized location/DC will be connected to the various Parking locations through proposed WAN Network build using FTTH/Broadband and in future to SP-MPLS/ Metro Ethernet/ PTP LL cloud as feasible. The Uptime required for such connectivity between different locations and C&C required upto 99%.The client requests are sent to the systems, located in a central place, for processing. The users access the application through local or remote terminals. This architecture is characterized by large data computing environment.

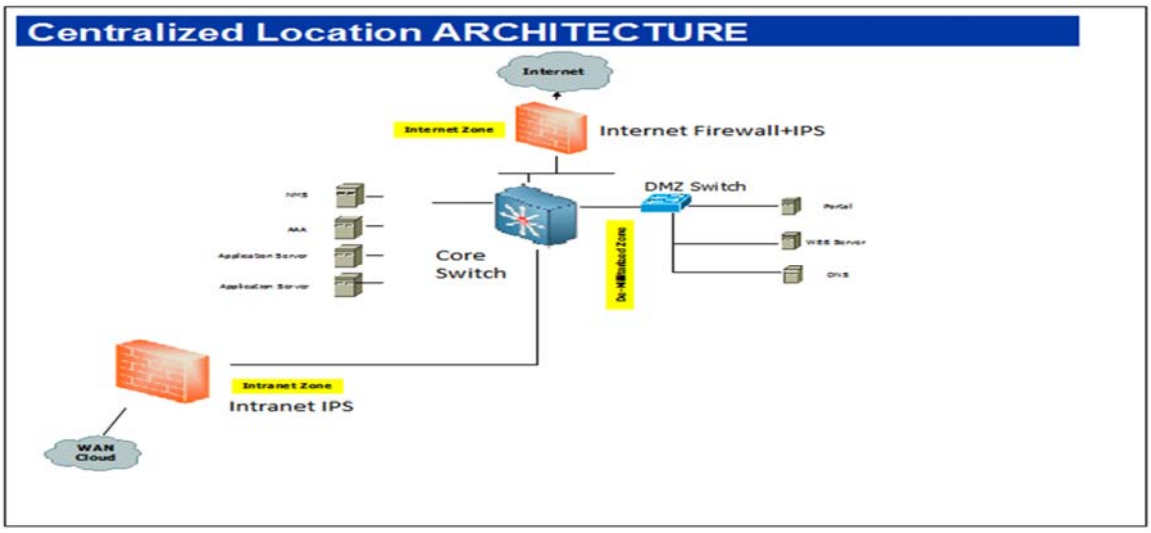
i. The videos streams from Parking locations to be stored locally (continuously) and should also be sent to DC as and when needed and to be recorded there on need basis.

ii. Various Applications like Parking, VSM and management need to be hosted in DC.

iii. Since the DC will host many Applications and highly sensitive data, it is important to have very robust Security for the DC. A Next Gen firewall &IPS should be proposed at perimeter.

iv. Video feeds from the cameras may be bypassed from firewall and would be processed directly by VSM server connected to server aggregation switch.

15.13.2 Following is the high-level suggested topology for NDMC network deployment at Centralized location for parking solution, bidder are suggested to design the solution as required to meet functional requirement and SLA as defined in RFP:



15.14 Outdoor Switch for Parking Lots shall be industrial grade switches

15.15 Parking Lot Monitoring Cameras

15.15.1 Parking Lot Monitoring Cameras Type 1 – High-definition IP Box/Bullet Camera for outdoor

S.NO.	Camera Characteristics	Description	Compliance (Yes/No)
1	Requirement Overview	High-definition IP Box/Bullet Camera for outdoor with 50 Mtr integrated IR.	
2	Sensor Type	1/3" Progressive Scan CMOS with additional digital signal processor (DSP) to support complex applications such as real-time video analytics	
3	Max Resolution	2688×1520 @ 20 fps and 2304×1296 @ 25/30 fps	
4	Dynamic Range	120db	
5	Lens/Iris	2.7 ~ 12mm motorized vari focal lens to adjust the viewing angle and distance remotely.	
	Smart detection	Should be Integrated motion detection, tripwire, left out object, missing object, scene change, intrusion and face detection.	
6	Audio I/O	The camera supports full-duplex audio and options for half-duplex operation. Should support Audio compression G.711 A, Law, G.711 U, Law, G.726, Audio in x 1	
7	Digital I/O	(3.5-mm miniature jack)	
8		Audio out x 1	
9		(3.5-mm miniature jack)	

S.NO.	Camera Characteristics	Description	Compliance (Yes/No)
10		DI x 2	
11		DO x 1	
12	Max Illumination	Color: 0.01 lux	
13		B/W: 0 lux	
14	Day/Night	Automatic, manual, scheduled	
15	Local Storage	Should support Micro SD -min 128 GB	
16	Video Compression & Video Streaming	• Single stream H.264 or MJPEG up to 4MP @ 20 fps • Secondary stream programmable up to D1 @ 25/30 fps	
17	ONVIF	Should support for ONVIF 2.0 allows for standards based interoperability	
18	POE and External Power	12V DC, 24V Ac and PoE- 802.3af compliant (Class 3)	
19	Power Consumption (in watts)	Max 12.5 Watt at DC	
20	Supported Protocol	Dynamic Host Control Protocol (DHCP), Hypertext Transfer Protocol (HTTP), Secure HTTP (HTTPS), Network Time Protocol (NTP), Real-Time Transport Protocol (RTP), Real-Time Streaming Protocol (RTSP), Simple Mail Transfer Protocol (SMTP), Secure Sockets Layer/Transport Layer Security (SSL/TLS), TCP/IP, Secure Real-Time Transport Protocol (SRTP), Bonjour, Simple Network Management Protocol (SNMP), and Secure Shell (SSH) Protocol. Differentiated-services-code-point (DSCP) marking and class-of-service (CoS) marking	
21	Operating Temperature	14° to 122°F (-10° to 60°C)	
22	Certifications Safety	UL, CE and FCC	
23	Auto Detection & Configuration	The camera should be automatically discovered and configured when connected to VMS or Network Switch, to set the right network parameters for the video stream on the network.	
24	OEM Criteria	All proposed Cameras should be from single OEM and OEM should have Registration in India min from 10 Years	

15.15.2 Parking Lot Monitoring Cameras Type 2 – High-definition PTZ

S.NO.	Camera Characteristics	Description	Compliance (Yes/No)
1	Requirement Overview	IP Camera Should allow up to 30x optical zoom while viewing and recording at 4MP resolutions.	
2	Sensor Type	1/ 3" CMOS Sensor	
3	Max Resolution	4MP @ 25/ 30fps	
4	Dynamic Range	120db	
5	Lens/Iris	4.5 ~ 135mm	
6	Field of View	Horizontal Angle of View : 60° (W) – 2.2° (T)	
7	Audio I/O	Audio in x 1	
8	Digital I/O	(3.5-mm miniature jack)	
9		Audio out x 1	
10		(3.5-mm miniature jack)	
11		DI x 2	
12		DO x 1	
13	Max Illumination	Color: 0.05 lux	
14		B/W: 0.05 lux	
15	Day/Night	The camera should provide true day/night functionality and includes an IR filter that automatically switches to night mode in low-light scenes. This function can be set to manual, automatic, or scheduled control. The Camera should have integrated 100 Mtr. IR for night viewing.	
16	Local Storage	Micro SD support upto 128GB	
17	PTZ Speed	Pan speed: 0.05° to 400°/sec Tilt speed: 0.05° to 300°/sec	
18	Video Compression & Video Streaming	● Single-stream H.264 or MJPEG up to 4MP @ 25/30 fps ◦ Secondary stream programmable up to 2MP @ 25 fps	

S.NO.	Camera Characteristics	Description	Compliance (Yes/No)
19	ONVIF	Should support for ONVIF 2.0 allows for standards based interoperability	
20	Smart Detection	Should be Integrated motion detection, tripwire, left out object, missing object, scene change, intrusion and face detection.	
21	External Power	24V AC, PoE plus (802.3at)	
22	Power Consumption (in watts)	Max 20 Watt at PoE+	
23	Environmental Certification	IP66	
24	Operating Temperature	- 30 to 60°C at High POE	
25	Certifications Safety and Certifications EMC-Requirements	UL, CE and FCC	
26	Auto Detection & Configuration	The camera should be automatically discovered and configured when connected to VMS or Network Switch, to set the right network parameters for the video stream on the network.	
27	OEM Criteria	All proposed Cameras should be from single OEM and OEM should have Registration in India min from 10 Years	

15.15.3 4-Ch Network Video Recorder for Parking Lot Monitoring Cameras (Type 1 & Type 2)

S.NO.	Description	Compliance (Yes/No)
1	Network Video Recorder shall provide a live view, storage and playback of minimum 04 IP camera or more and must be ONVIF with at least 3 camera make supported.	
2	NVR should support H.264 and MJPEG support	
3	It should have 1/ 4 channel display mode.	
4	It should have Sequential display mode.	
5	It should have 200 Mbps incoming bandwidth	
6	Must support Resolution: 1024 x 768, 1280 x 720, 1280x 1024, 1920 x 1080, 2048 × 1536, 2560 × 1920	
7	Must support recording resolution of 704 x 480, 704 x 576, 1280 x 720(1M),1280 x 1024(1.3M), 1920 x 1080(2M), 2040 x 1536(3M), 2560 × 1920(5M)	
8	Must support Continuous, Alarm, Motion, Instant, and Panic Recording Mode.	
9	Must support two way audio	
10	The NVR must have DVD-RW support.	
11	NVR can adjust the PTZ cameras directly by the web user interface.	
12	NVR can view different preset positions of the IP cameras by clicking the number buttons on the monitoring page. You can also configure auto cruising settings on the NVR for periodic monitoring of the preset positions of the PTZ cameras. The NVR supports digital zoom for more flexible monitoring and playback	
13	When alarm recording is enabled and an event occurs, you can click the alarm icon on monitoring page to view the alert details. The snapshot function is supported on monitoring and playback page	
14	Alarm recording (by motion detection or sensor triggered).	
15	The Network Video Recorder (NVR) shall be configured to send email whenever a system message is created or an alarm event occurs. The email server shall be a valid SMTP server. Each recipient email address shall be configured to receive any combination of critical, warning, or informational messages or alarm notifications. When an alarm occurs, the email message includes the NVR name, time of alarm and a list of camera that is configured to record upon alarm.	
16	It must have Multi-channel playback at different speed.	
17	It should support Network Support: HTTP, TCP/IP, SMTP, DHCP, DNS, DDNS, FTP, NTP, UPnP, and Multi IP Setting. Convert multiple recording files to one .avi file.	
18	Must support upto 5 concurrent remote connections	
19	Must have 4 alarm inputs, 2 relay output.	
20	Must support minimum 2 x USB 2.0 or higher	
21	It should have inbuilt storage capacity of 8 TB or more.	
22	Intelligent auto power on when power resumes after power outage.	
23	One Gigabit LAN ports	
24	Linux (preferred)/any OS -embedded system	
25	1 VGA port and 1 HDMI port should be available for connecting monitor directly to the NVR	
26	NVR must have embedded Video management software (VMS);	

S.NO.	Description	Compliance (Yes/No)
27	Certifications Safety and Certifications EMC-Requirements : UL, CE and FCC	
28	OEM Criteria : Proposed NVR &Cameras should be from single OEM and OEM should have Registration in India min from 10 Years	

15.15.4 Outdoor weather proof housing for NVR, PoE Switch& Power Supply etc.

All Cameras should have localized recording for 30 Days at 15 FPS

S.NO.	Description	Compliance (Yes/No)
1	Weatherproof outdoor metal housing with mini. 2 no. cooling fans to install the NVR/ Switch etc Setup in outdoor locations.	
2	It should be lockable.	
3	It should be IP65 complied.	
4	Housing should have 4 Port power extension board for supply power to NVR & Switches etc.	

Each NVR must have hard disk of atleast 2 TB per camera attached to it.

15.15.5 Intelligent Video Management System for Command Control Centre

S.NO.	Description	Compliance (Yes/No)
	The VMS for NDMC would have the following features, over and above the standard ones:	
1	VMS Shall be based on Microsoft windows or Linux OS.	
2	VMS shall be open to IP & Analog camera integration in that respects VMS should support IP Cameras from Multiple vendors.	
3	The VMS shall be ONVIF compliant.	
4	VMS shall be open to any standard storage technologies integration.	
5	VMS shall support H.264 and MJPEG stream for both live view and Recording independently. Compression rate shall be manageable	
6	The Video Management System shall support cameras with resolutions ranging from Standard Definition , High Definition (HD) and higher	
7	The Video Management System shall show video across 4 displays per workstation - each display can have up to 25 viewing panes	
8	VMS shall be able to integrate with video wall controller. Bidder shall provide their SDK to ensure its seamless integration with any other system	
9	Users shall be able to move any image from one display screen to another via drag-and-drop	
10	The VMS shall allow the overlay of time and date information on live video panes, either on all panes, or selected pane only.	
11	The VMS shall allow users to view live video and review recorded video at the same time	

S.NO.	Description		Compliance (Yes/No)
12	Users shall be able to digitally zoom and also digitally scroll live video from any camera using the mouse wheel		
13	Users shall be able to replay currently viewed live video for replays from 10, 15 or 30 seconds before current time or from alarm time		
14	The VMS shall allow users to reset the event count for a camera It should be able to display camera information in the On Screen Display (OSD). a. Camera name b. Date and time		
15	VMS Should Support GIS map i.e (Google）		
16	VMS shall be accessible using any Standard Web browser (Safari, Firefox, Internet Explorer, Chrome, etc) for Live view and Archive search		
17	VMS should support the two-way audio so that users shall be able to listen audio from multiple cameras through PC speakers and may speak to one or more cameras through a PC microphone		
18	VMS Shall support static assigned IP address or shall obtain IP address from DNS/ DHCP and should support IPv4 & IPv6.		
19	VMS shall allow managing initial client logon, system configurations, logging, remote administration of recording servers, devices, security, rules, alerts and logging.		
20	VMS shall support at least 3 levels of users with various privileges to access the system functionality. Each category of users shall have selectable rights to perform various operations like Camera add/delete, Change camera settings, Configure storage, Control PTZ cameras, User management, etc		
21	VMS shall maintain a continuous log of server status messages, Camera connectivity, Storage status, Recording ON/OFF, User activity logs , etc which shall be accessed from the Workstations using different filters		
22	Each video streams shall be individually and independently configurable in term of resolution, frames and bandwidth		
23	VMS shall support video streams up to at least 25/30fps		
24	VMS shall support at least CIF, 2CIF, 4CIF/D1 and HD/Megapixel resolution		
25	PTZ Control	All PTZ control shall be user-restricted	
		Users shall be able to zoom a PTZ camera in or out using the PC mouse	
		Users shall be able to pan, tilt and zoom a PTZ camera displayed in a video pane or monitor using a joy stick on one of the supported CCTV keyboards	
		Users shall be able to adjust the iris of a PTZ camera using the on screen PTZ controls or a CCTV keyboard:-Open iris-Close-Auto-iris	
		The Video Management System shall support the following for cameras using the ONVIF interface or Camera Gateway a. Pan, tilt and zoom control with mouse and joystick b. Go to preset c. Set preset	

S.NO.	Description	Compliance (Yes/No)
26	VMS Should support E-map and should displays max 200-channel on one screen	
27	VMS shall have the capability to enable the end-user to define areas for each camera view	
28	The VMS shall have the capability of operating in an environment that requires multi-tasking, when using multiple cameras spread over a wide area	
29	VMS should have Pre and Post Event Recording	
30	VMS should have Latest Motion Detection technology	
32	Software provides remote interface with a full live feed view, with digital zoom options, control of PTZ cameras, multiple simultaneous feeds, and image quality settings to improve performance through bandwidth reduction	
32	Software has built in feature to bring camera observation to mobile devices (require a software on a mobile device to view)	
33	Each camera setting can be adjusted individually according to client's requirement	
34	Schedule operation - All cameras can be fully scheduled individually	
35	View and record multiple cameras	
36	As many playback sessions as are required can be displayed at once	
37	Automatic control of supported PTZ cameras	
38	Alerting by email (with images)	
39	Built around a modular system of components	
40	Software has built in feature to bring camera observation to mobile devices (require a software on a mobile device to view)	
41	The software shall allow:	
a	Live display of cameras	
b	Live display of camera sequences.	
c	Control of PTZ cameras	
d	Playback of archived video.	
e	Retrieval of archived video.	
f	Instant Replay of live video	
g	Configuration of system settings	
h	Configuration and programming of P/T/Z cameras, features like camera addressing, BLC, auto tours, presets etc.	
i	Use of site maps.	
42	The software should be able to do video recording on any of the following options - inbuilt hard disks on the server, direct attached storage boxes attached to servers, network attached storage, storage area network.	
43	The software should be capable of handling camera and alarm icons on area maps. The area map should be configurable to pop up upon the receipt of an alarm received from a camera on the map. This can be on the same or other monitors on the PC.	

S.NO.	Description	Compliance (Yes/No)
44	The software shall be able to select the required recording based on the time recording was activated, the duration of recording, operator activated recording, event activated recording, scheduled recording.	
45	It shall be possible to search for recordings in the software by camera, date and time. If a data and time is specified, playback shall commence from that date and time. It shall be possible to playback more than one camera simultaneously.	
46	It Software shall allow operators to bookmark the concern videos & browse through a list of all bookmarks created on the system and select any bookmarked event for viewing. Software shall support industry standard for the interface of IP-based physical security products: ONVIF and shall be based on a server/client model.	
47	VMS should use two independent streams Camera or IP encoders: One for Live View and other for recording. All settings for each stream including resolution, codecs, frame rate and compression level may be choose independently without affection overall system performance and IP device functionality.	
48	Software shall have the capacity to communicate with IP Cameras / Encoders using HTTPS secure protocol. It shall support any form of IP network connectivity, including: LAN, WAN, VPN, Internet, and Wireless technologies.	
49	All audio streams supplied from IP Camera / Encoders shall be digitally encoded in g711 (u-law), g721, g723 or AAC compression formats and recorded simultaneously in real time.	
50	Software shall offer redundant architecture. Roles shall move from one server to another without disturbing the regular operations. To minimize network traffic, Software must have ability to configure the key frame interval (I-frame) per second.	
51	All video streams supplied from IP cameras / Encoders shall be digitally encoded in MPEG-4/MPEG-2/MJPEG and H.264 compression formats and recorded simultaneously in real time	
52	Each camera’s bit rate, frame rate and resolution shall be set independently and changing these settings will not affect the recording and display settings of other cameras.	
53	Software shall support dynamically switch the video resolution according to the Tile Size on Monitoring Screen. High Resolution Video feed while watching single camera on screen and Low Resolution Video feed while watching Cameras in Multiple tiles.	

15.15.6 Minimum Server Specifications for VMS

S. NO.	Description		Compliance (Yes/No)
1	The Server hardware should support minimum Intel-core processor with maximum data transfer rate to minimize the number of servers. It should support Single, Raid 0, Raid 1, Raid 5 (Support global HDD Hot-standby) Raid modes		
2	Server should be capable for 8000 multiple accounts management and 500+ online users		
3	Server should be rack mountable with master -slave architecture support		
4	Main Processor	Intel Core Processor	
5	Operating System	preferably Linux or Licensed Windows	
6	Memory	8GB or more DDR3	
7	Hard Disk	As per solution requirement	
8	Raid mode	Single,Raid0, Raid1, Raid5	
9	Ethernet Port	4 X 1000Mbps Ethernet port	
10	Features	Four Ethernet ports bound load balancing or independent Ethernet port interfaces	
11	USB	4 USB2.0 port	
12	Serial Ports	1 RS232 COM	
13	Power Supply	100V~240V,47~63Hz, Hot-swappable	
14	Power	10W~200W(With HDD)	
15	Work Temperature	Upto 50 Degree	
16	Work Humidity	5% ~ 90% (non-condensation)	

15.15.7 Server specifications for other applications

S. No	Item	Feature description	Compliance (Yes/ No)
1	Processors	Each server shall have a minimum of two (2) Intel latest E5 series CPUs with minimum of 2.40 GHz, 14C, 35MB Cache	
2	Storage	The server should have up to 24 front-accessible, hot-swappable, SAS ,SATA or SSD drives	
3		The Server RAID controller should support the following configurations RAID 0, 1, 5, 6, 10, 50, and 60	
4		Should support a write cache of 1 GB for the storage controller	
5		Support for a battery back write cache for the storage controller	
6		Must have an internal slot for SD card / Flash which supports booting hypervisors	
7	Memory	Should have at least 24 DIMM slots for up to 768 GB of DDR3 memory using 32 GB DIMMs and should be provided with 256 GB of memory day 1	
8		Support for advanced memory redundant technologies like Advanced error-correcting code (ECC) and memory mirroring	
9	Network	Should have 2 * 1 GbE LAN on Motherboard (LOM) for network connectivity	
10		The server should support the technology of 40-Gbps unified network fabric which aggregates both the Ethernet and FC connectivity on a single controller using Low-latency, lossless, 10-Gbps Ethernet and industry-standard Fibre Channel over Ethernet (FCoE) fabric	
11	PCIe Slots	Up to 6 PCIe Generation 3.0 slots and should be provided with redundant CNAs each with Dual Port 10Gb SFP+	
12	Management	The integrated management controller should support web user interface for server management; remote keyboard, video, and mouse (KVM); virtual media; and administration with Virtual media support for remote KVM and CD and DVD drives as if local	
13		The server should support Intelligent Platform Management Interface (IPMI) 2.0 support for out-of-band management through third-party enterprise management systems	
14		The server should support Command-line interface (CLI) for server management	
15	Ports	Should have the following ports for server connectivity • 1 serial port • USB ports • VGA video port	

16	Others	Supports hot swappable redundant fans	
17		Supports hot swappable redundant power supplies	
18	Environmental	Operating Temperature support from 41 to 91°F (5 to 35°C) and Non-operating Temperature from -40 to 149°F (-40 to 65°C)	
19		Operating Humidity from 10 to 90% non condensing at 82°F (28°C)	

Other components at central control centre are as under:

(i) Core Switches for Data Center as per requirement.
(ii) Firewall to control the unauthorized excess to the data.
(iii) Video wall (4x70").
(iv) UPS of required capacity with proper battery bank.
(v) Any other equipment/ software required for successful implementation and running of smart parking solution.

15.15.8 Server for center Application and management (Rack Servers)

S. NO.	Item	Feature Description	Compliance (Yes/ No)
1.	Processors	Each server shall have a minimum of two (2) Intel latest E5 series CPUs with minimum of 2.40 GHz, 14C, 35MB Cache	
2.	Storage	The server should have up to 24 front-accessible, hot-swappable, SAS,SATA or SSD drives. Should be provided with storage as required in solution.	
		The Server RAID controller should support the following configurations RAID 0, 1, 5, 6, 10, 50, and 60	
		Should support a write cache of 1 GB for the storage controller	
		Support for a battery back write cache for the storage controller	
		Must have an internal slot for SD card / Flash which supports booting hypervisors	
3.	Memory	Should have at least 24 DIMM slots for up to 768 GB of DDR3 memory using 32 GB DIMMs and should be provided with 256 GB of memory day 1	
		Support for advanced memory redundant technologies like Advanced error-correcting code (ECC) and memory mirroring	
4.	Network	Should have 2 * 1 GbE LAN on Motherboard (LOM) for network connectivity	
		The server should support the technology unified network fabric which aggregates both the Ethernet and FC connectivity on a single controller using Low-latency, lossless, 10-Gbps Ethernet and industry-standard Fibre Channel over Ethernet(FCoE) fabric	
5.	PCIe Slots	Up to 6 PCIe Generation 3.0 slots and should be provided with redundant CNAs each with Dual Port 10Gb SFP+	
6.	Management	The integrated management controller should support web user interface for server management; remote keyboard, video, and mouse (KVM); virtual media; and administration with Virtual media support for remote KVM and CD and DVD drives as if local	
		The server should support Intelligent Platform Management Interface (IPMI) 2.0 support for out-of-band management through third-party enterprise management systems	
		The server should support Command-line interface (CLI) for server management	

S. NO.	Item	Feature Description	Compliance (Yes/ No)
	Ports	Should have the following ports for server connectivity ● 1 serial port ● 2 USB ports ● 1 VGA video port	
7.	Others	Supports hot swappable redundant fans	
		Supports hot swappable redundant power supplies	
8.	Environmental	Operating Temperature support from 41 to 95°F (5 to 35°C) and Non-operating Temperature from -22 to 140°F (-30to 65°C)	
		Operating Humidity from 10 to 90% non condensing at 82°F (28°C)	

Annexure-1

Sr. No.	Location of the Parking site	Total area in sq. mtrs. (as per Road Div.)	Capacity (as per Enf.)		Type of parking	Div.
			Car	Scooter		
1	Hanuman Road along Allahbad Bank	150	06	20	On street	R-I
2	In f/o Sona Rupa, Janpath	517	23	60	Off street	R-I
3	Janpath guest house	1082	59	40	Off street	R-I
4	Indian Coffee House, Janpath	2393	140	0	Off street	R-I
5	Tolstoy House, Canning Lane	2688	107	70	On street	R-I
6	Behind Mohan Dev Bldg.	711	41	0	Off street	R-I
7	Tolstoy House Single Row	267	13	20	On street	R-I
8	Mercantile house, KG Marg	608	24	100	On street	R-I
9	IOB, Janpath Lane	794	45	15	Off street	R-I
10	Jeevan Bharti Bldg.	2394	135	50	Off street (Gated)	R-I
11	Narender Dev in front of DLF Bldg.	659	36	20	Off street	R-I
12	Shankar Mkt.	1172	67	10	On street	R-I
13	Hans Plaza .	201	0	100	On street	R-I
14	Statesman house	492	17	100	On street	R-I
15	Gopal Dass Bldg.	509	14	130	On street	R-I
16	Akashdeep Bldg.	316	0	158	On street	R-I
17	Akashdeep to WTT	2903	164	50	On street	R-I
18	Kanchanjunga Bldg.	407	24	0	On street	R-I
19	Sangeet Bharti & FICCI	1061	60	20	Off street	R-I
20	Doordarshan Bhawan & Kamani	1674	78	0	Off street	R-I
21	Super Bazar	1093	61	20	On street	R-I
22	A –Block inner circle	2328	131	50	Off street (Gated)	CP
23	A Block RR3	166	10	0	Off street	CP
24	A Block Middle Circle	596	34	0	On street	CP
25	G Block Middle Circle	324	18	0	On street	CP

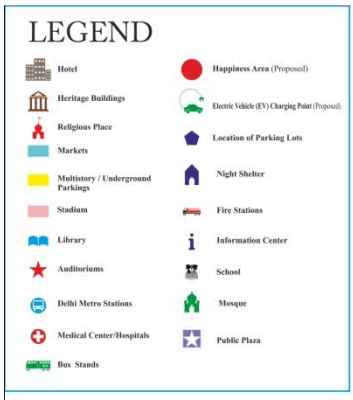
26	G block opp. Madras Hotel	847	49	0	Off street (Gated)	CP
27	G Block in front of Raddison	605	35	0	Off street	CP
28	G Block RR2	501	29	0	Off street	CP
29	G Block RR3	554	32	0	Off street	CP
30	B Block Inner circle	2131	121	35	Off street (Gated)	CP
31	B Block RR3	464	27	0	Off street	CP
32	B Block RR4	496	29	0	Off street	CP
33	B Block Middle circle	573	33	0	On street	CP
34	H Block Middle circle	270	15	0	On street	CP
35	H Block outer circle	1618	95	0	Off street (Gated)	CP
36	H Block RR3	552	32	0	Off street	CP
37	H Block RR4	291	17	0	Off street	CP
38	H Block Entry Arch	240	0	120	Off street	CP
39	C Block inner circle	1117	65	0	Off street	CP
40	C Block RR4	483	28	0	Off street	CP
41	C Block RR5	245	14	0	Off street	CP
42	C Block Middle circle	201	11	0	On street	CP
43	K-Block Middle circle	126	7	0	On street	CP
44	K -Block outer circle	976	51	50	Off street (Gated)	CP
45	K Block RR4	410	24	0	Off street	CP
46	D Block inner circle	724	38	37	Off street	CP
47	D Block RR5	319	18	0	Off street	CP
48	D Block RR6	479	28	0	Off street	CP
49	D Block Middle circle	201	11	0	On street	CP
50	L Block Middle circle	108	6	0	On street	CP
51	L Block Outer circle	1159	68	0	Off street	CP
52	L Block RR5	422	24	0	Off street	CP
53	L Block RR6 Haldiram	427	25	0	Off street	CP

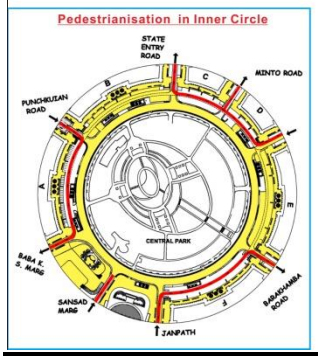
54	E Block inner circle	2333	132	40	Off street	CP
55	E Block RR 6	581	34	0	Off street	CP
56	E Block RR7	164	9	0	Off street	CP
57	E Block Middle circle	576	34	2	On street	CP
58	M Block Middle circle	415	23	0	On street	CP
59	M Block Outer circle	2315	136	0	Off street (Gated)	CP
60	M Block RR6	578	34	0	Off street	CP
61	M Block RR7	609	35	0	Off street	CP
62	F Block inner circle	1993	109	70	Off street (Gated)	CP
63	F Block RR1	410	24	0	Off street	CP
64	F Block Middle circle	588	34	0	On street	CP
65	N Block Middle Circle	396	22	0	On street	CP
66	F Block RR7	406	23	0	Off street	CP
67	N Block opp. Scindhiya House	1742	102	0	Off street (Gated)	CP
68	N Block RR7	209	12	0	Off street	CP
69	N Block RR1	295	17	0	Off street	CP
70	Scindiya House in f/o Federal Motors	633	32	40	Off street	CP
71	Scindiya House in f/o TBD Jewellers	488	24	40	Off street	CP
72	Rivoli Cinema	289	14	20	Off street	CP
73	P Block CP Outer Circle	508	25	40	Off street (Gated)	CP
74	Chemsford Road,CP along Railway colony wall opposite H-Block	349	0	175	Off street	CP
75	K Block RR 5	645	38	0	Off street	CP
76	BKS Marg GF in f/o emporium bldg.	1114	61	35	Off street (Gated)	R-V
77	Backside of emporium bldg. BKS Marg	2042	120	0	Off street	R-V
78	Safdar Hashmi Marg	960	56	0	On street	R-I
79	Sikandara Lane	720	42	0	On street	R-I
80	Todar Mal Lane, Bengali Mkt.	210	12	0	On street	R-I

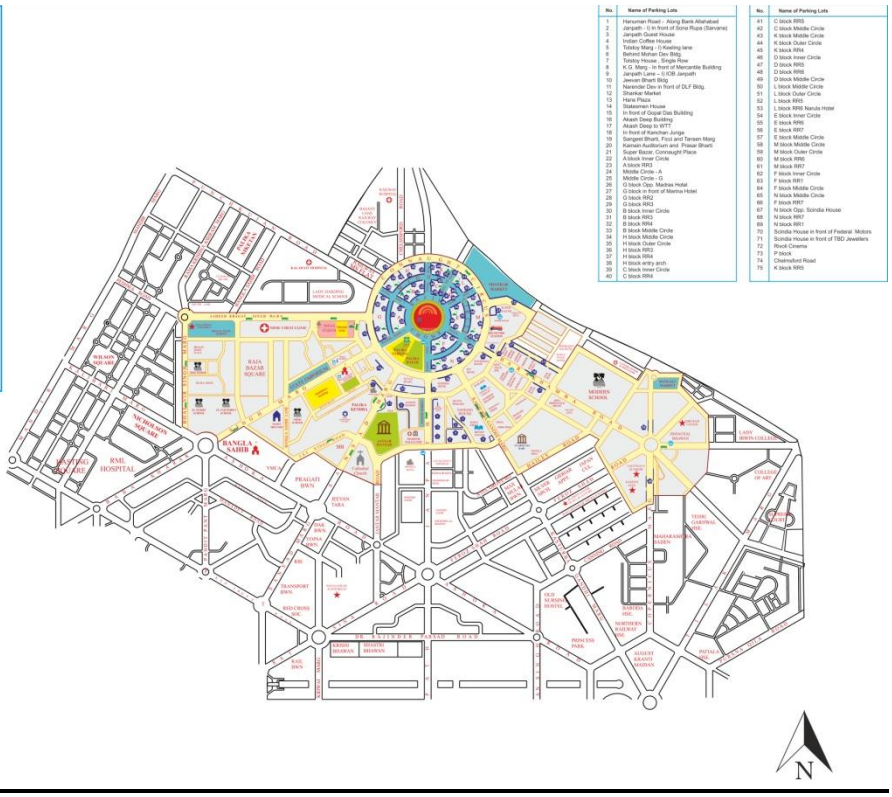
81	Tolstoy Marg (Janpath to KG Marg)	750	44	0	On street	R-I
82	Tolstoy Marg (KG Marg to Barakhamba Road.)	750	44	0	On street	R-I
83	Atul Grove Road	990	58	0	On street	R-I
84	Hanuman Road	480	28	0	On street	R-I
85	BKS Marg Basement	-	25	0	Indoor (Gated)	R-V
86	Shivaji Stadium	-	750	--	Indoor (Gated)	R-III
87	Palika Parking	34000	1000	500	Indoor (Gated)	CP
		Grand Total	**5392**	**2237**		

Note: Parking situated at Mayur Bhawan, or parts thereof, may be considered solely by NDMC for its inclusion under the scope of this RFP at its own will, subject to its availability.

Annexure-2


LEGEND
Hotel
Heritage Buildings
Religious Place
Markets
Multistory / Underground Parkings
Stadium
Library
Auditoriums
Delhi Metro Stations
Medical Center/Hospitals
Bus Stands
Happiness Area (Proposed)
Electric Vehicle (EV) Charging Point (Proposed)
Location of Parking Lots
Night Shelter
Fire Stations
Information Center
School
Mosque
Public Plaza


Pedestrianisation in Inner Circle
STATE ENTRY ROAD
MINTO ROAD
PUNCHKUIAN ROAD
CENTRAL PARK
BABA K. S. MARG
SANSAD MARG
BARAKHAMBA ROAD
JANPATH


BANGLA SAHIB
RML HOSPITAL
N

Annexure-3

Proposed Parking Fee / Charges for on street, off street and indoor Parking Spaces in NDMC area

S. No.	Type of Vehicle	Type of Parking Lot	Proposed Rate of Parking
1	Car/four wheelers	(i) Indoor - Palika Parking and Underground parking at Baba Kharak Singh Marg	Rs.10/- per hour
		(ii) Indoor - Shivaji Stadium	Rs.20/- per hour
		(iii) Off street	Rs. 20/- per hour
		(iv) On street (New category)	Rs.50/- per hour
		(v) Indoor - Palika Parking - Monthly Parking Charges for Palika Bazar Shopkeepers	Rs.500/- per month only for one car per shopkeeper
		(vi) Indoor - Palika Parking - Monthly Parking Charges for all except as mentioned in (v) above and Underground parking at Baba Kharak Singh Marg	Rs.1000/- per month
		(vii) Indoor - Shivaji Stadium - Monthly Parking Charges	Rs.1000/- per month
		(viii) Off street Monthly Parking Charges	Rs. 2000/- per month
		(ix) On street (New category)	No such passes may be allowed on the on-street parkings.
2	Buses	Off street parking and On-street parking	Rs.150/- per hour
3	Scooter / two wheeler	(i) Indoor - Palika Parking	Rs.5/- per hour
		(ii) Indoor - Shivaji Stadium	Rs.10/- per hour
		(iii) Indoor - Underground parking at Baba Kharak Singh Marg	Rs.5/- per hour
		(iv) Off street	Rs. 10/- per hour
		(v) On street (New category)	Rs.20/- per hour
		(vi) Indoor - Palika Parking - Monthly Parking Charges for Palika Bazar Shopkeepers	Rs.200/- per month only for one two-wheeler per shopkeeper
		(vii) Indoor - Palika Parking - Monthly Parking Charges for all except as mentioned in (vi) above	Rs.500/- per month
		(viii) Indoor - Shivaji Stadium - Monthly Parking Charges	Rs.500/- per month
		(ix) Indoor - Underground parking at Baba Kharak Singh Marg - Monthly Parking Charges	Rs.500/- per month
		(ix) Off street Monthly Parking Charges	Rs. 1000/- per month

		(x) On street (New category)	No such passes may be allowed on the on-street parkings.

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

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

Annexure-4

Format for Financial Bid

Executive Engineer (C-I)
NDMC, Room No 222, 2nd Floor,
Shaheed Bhagat Singh Place,
NDMC, New Delhi-110001

CONCESSION FEE

Sub:- Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay NDMC a monthly 'Concession Fee' as _____percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to NDMC. We will pay to NDMC every month the Concession Fee as quoted above throughout the concession period from the date of signing of agreement and handing over of the parking sites whichever is later), subject to minimum concession fee as INR 1,00,00,000/- (Rupees one crore only) per month.

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Authorized Signatory (With Stamp

of the concessionaire)

For Financial Bid

Annexure-5

(On the letterhead of the Bidder)

Date:

Executive Engineer (C-I)
NDMC, Room No 222, 2nd Floor,
Shaheed Bhagat Singh Place,
NDMC, New Delhi-110001

Sub:- Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model.

Sir,

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

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We have agreed to pay NDMC a monthly 'Concession Fee' as _____percentage of revenue earned (= Gross Revenue minus service taxes as applicable) which will be provided to NDMC. We will pay to NDMC every month the Concession Fee as quoted above throughout the concession period from the date of signing of agreement and handing over of the parking sites whichever is later), subject to minimum concession fee as INR 1,00,00,000/- (Rupees one crore only) per month.

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

Yours faithfully,
For and on behalf of
……..
(Name of the Bidder)

_____
(Signature of Authorised Signatory)

Encl: Duly signed and sealed Annexure-4.

Annexure-6

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

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

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____(hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rupees One Crore (in Words)Rs. 1,00,00000/- which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016

THE CONDITIONS of this obligation are:

(a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or

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

(c) If the applicant, refuses to accept the correction of errors in the Bid; or

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

- Pay either the performance security of the first installment of the Concession fee as specified in Clause 5.4.1 of the RFP document to New Delhi Municipal Council (NDMC)
- Sign the Concession agreement as provided in the RFP Document We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed

by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

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

Provided however, that

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

OR

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

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

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

SIGNATURE OF AUTHORISZED

REPRESENTATIVE OF THE BANK_____

NAME AND DESIGNATION _____

SEAL OF THE BANK_____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Annexure-7

Power of Attorney for Lead Member of Consortium

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS
We, …….. having our registered office at …….....,

M/s. …….. having our registered office at …….....,

M/s. …….having our registered office at ……......, and

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

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

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

For ……..
(Signature)

……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)

Witnesses:
1.

2.
……

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

Notes:

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

Annexure-9

PRE-CONTRACT INTEGRITY PACT

General

This pre–bid pre–contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____20……., between on one hand the New Delhi Municipal Council acting through Shri _____ , The Executive Engineer (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the "Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to invite Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3.5 Deleted.

3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of bid. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

3.14 Deleted

3.15 NDMC has adopted integrity pact for all its contract for 50 lacs and above. It is mandatory for the bidders/contractors to sign the I.P. The bid of bidder/contractor to do not sign the I.P. shall not be considered details of IEMs (Independent External Monitor is as under:-

1. Dr. U.K. Sen, IEM uksen@hotmail.com

2. Sh. V.K. Gupta IEM Vinod101951@gmail.com

In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

4. Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the bidding process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. Deleted.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).

(iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a

bidder(s)/Contractor(s) form a country other than India with interest theron at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.

(vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the Bidder(s)/Contractor(s).

(vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.

(x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

7. Fall Clause : Deleted

8. Independent External Monitors

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parities accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

9. <u>Facilitation of Investigation</u>

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

11. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

12. Validity

12. 1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner
Bidder(s)/Contractor(s) Name of the Officer,
Chief Executive Officer Designation

New Delhi Municipal Council

Witness Witness

1. _____ 1.
_____

2. _____ 2.
_____

* Provisions of these clauses would need to be amended / deleted in line with the policy of

The Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

Annexure-10

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS

(A) New Delhi Municipal Council(NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the "**NDMC**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**") by its Request for Proposal No. …… dated ……(the "**RFP**") Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance ofParking Guidance and Management Solution for on street, off street and indoorParking Spaces in NDMC area on PPP model

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

4. Role of the Parties

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

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

(b) Party of the Second Part shall be ----------

{(c) Party of the Third Part shall be ----------

5. Joint and Several Liability

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

6. Shareholding in the Consortium

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

First Party:

Second Party:

{Third Party:}

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

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

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

(i) number of members in a consortium shall not exceed 3 (three);
(ii) the Application should contain the information required for each member of the Consortium;
(iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have highest equity share holding in consortium and shall have an equity share holding of at least 34% (thirty four percent) of the paid up equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by all the other members of the Consortium;
(iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
(v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
(vi) undertakethateachofthemembersoftheConsortiumshallhaveanindependent , definite and separate scope of work which was allocated as per each member’s field of expertise;
(vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each

member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

(viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.

(ix) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-10 (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

(a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;

(b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;

(c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement

(d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default

(e) that the proposed roles and responsibilities, if any, of each member;

(f) the minimum equity stake commitment, to be held by each member;

(g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the Consortium.

(h) that members of the Consortium shall not dilute their equity stack in the Consortium throughout the concession period.

(i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;

7. Representation of the Parties

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

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

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

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or

prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NDMC.

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

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

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 2.

Notes:

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

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

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Annexure-11

FINANCIAL BID ESTIMATION

Table1: Capital investment (Price Schedule)

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Hardware & Software items				
(a)	Auto pay station				
(b)	Sensors				
(c)	Boom barrier				
(d)	Over head sensors				
(e)	Hand held device				
(f)	Porta Cabin				
(g)	Intelligent /Tow away Vehicles (smart Cranes)				
(h)	Gateway				
(i)	Central control centre including data centre.				
(j)	LED display of high intensity.				
(k)	Cameras				
(l)	Industrial grade Ethernet switches				
(m)	Internet/intranet Routers				
(n)	Managed switches				
(o)					
(p)					
(q)					
				Total Amount	

Table 2: Operation and Maintenance Price Schedule for 07 years

S.No.	Brief Item Description	1st	2nd	3rd	4th	5th	6th	7th
1								
2								
3								
4								
5								
	TOTALO&M COST **(Schedule 2)**							

Table 3: Total Project Cost including operation and maintenance throughout concession period.

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

Annexure-13

Power of Attorney for signing of Application

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

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

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

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Selection of Concessionaire for this PPP project

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure-14

Statement of Legal Capacity

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

Ref. Date:

To,

****

****

Dear Sir,

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

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

We have agreed that …….. (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of……..

* *Please strike out whichever is not applicable.*

PARKING

MALIK SWEET

SANSAD MARG

HANUMAN LANE

HANUMAN ROAD

5000

4000

PARKING AREA

37500

9500

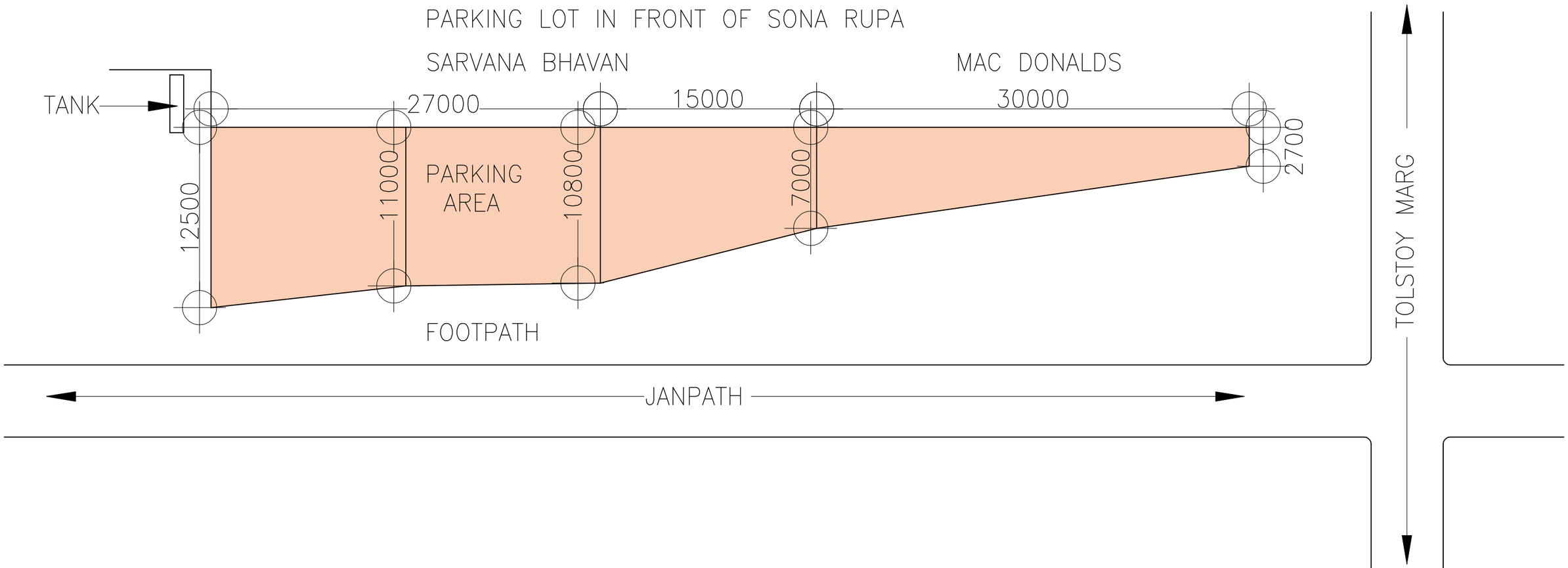
6500

ALLAHABAD BANK

DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=150.00SQM



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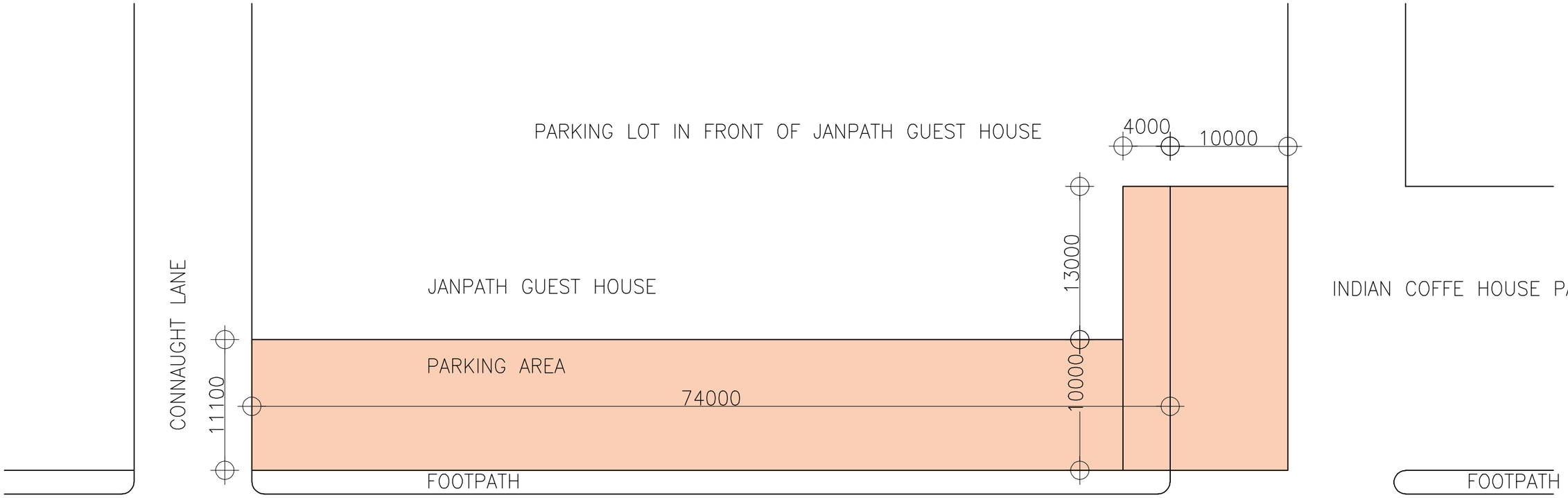
PARKING AREA

TOTAL PARKING AREA=517.05SQM



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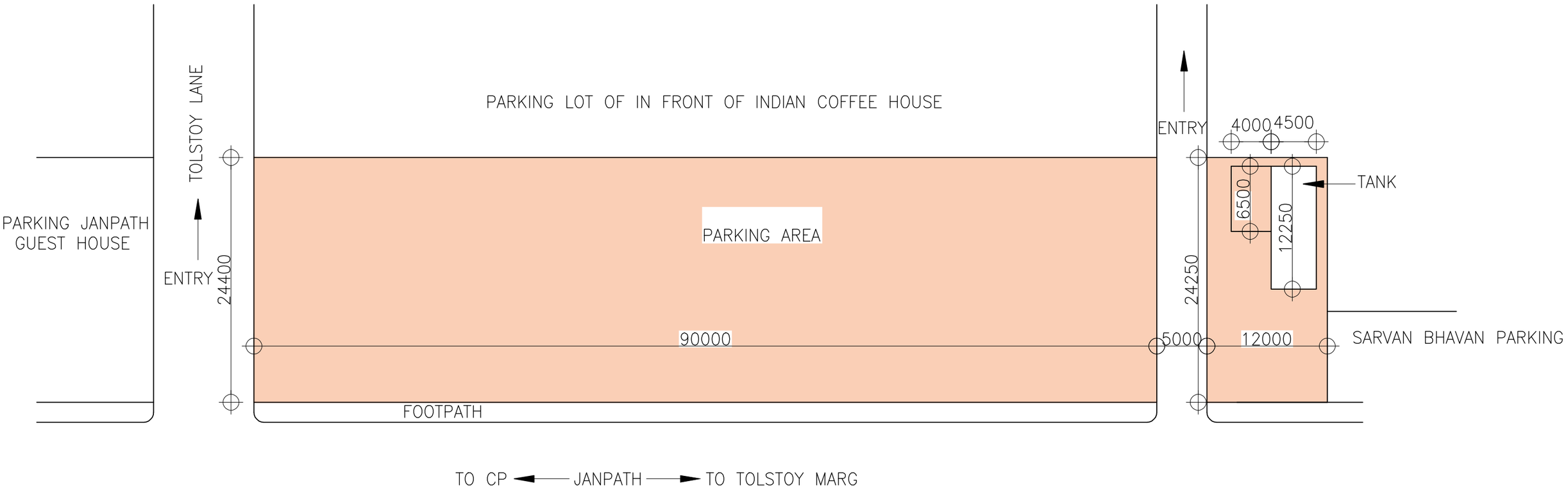
PARKING AREA

TOTAL PARKING AREA=1082.00SQM



DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=2393.00SQM

NAURANG HOUSE

28000

Ⓑ

20000

DUSTBIN
TRALLEYS PLATEFORM

30000

TOLSTOY LANE NO 6

DRG.NOT TO SCALE

PARKING AREA

A = 1700.00SQM
B = 720.00SQM
C = 67.00X4.00=268.00SQM

TOTAL PARKING AREA =2688.00SQM

ENTRY

ENTRY

Ⓐ

PARKING LOT AT KRELING LANE
1700SQM

TOILET
BLOCK

LANE.

40000

4000

67000

Ⓒ

VANDNA

MOHAN
DEV BLDG. BLDG.

TOLSTOY
HOUSE

TOLSTOY MARG

BANGLOW NO 2

TOLSTOY MARG

TOLSTOY LANE NO-2

TOLSTOY LANE NO-1

VANDNA BLDG.

MOHAN DEV BLDG.

TOLSTOY HOUSE

GATE.

GATE.

GATE.

A

B

C

D

6000

6000

6000

6000

14000

13000

30000

54000

SERVICE LANE

DRG.NOT TO SCALE

PARKING AREA

A=14.00X6.00=84.00SQM

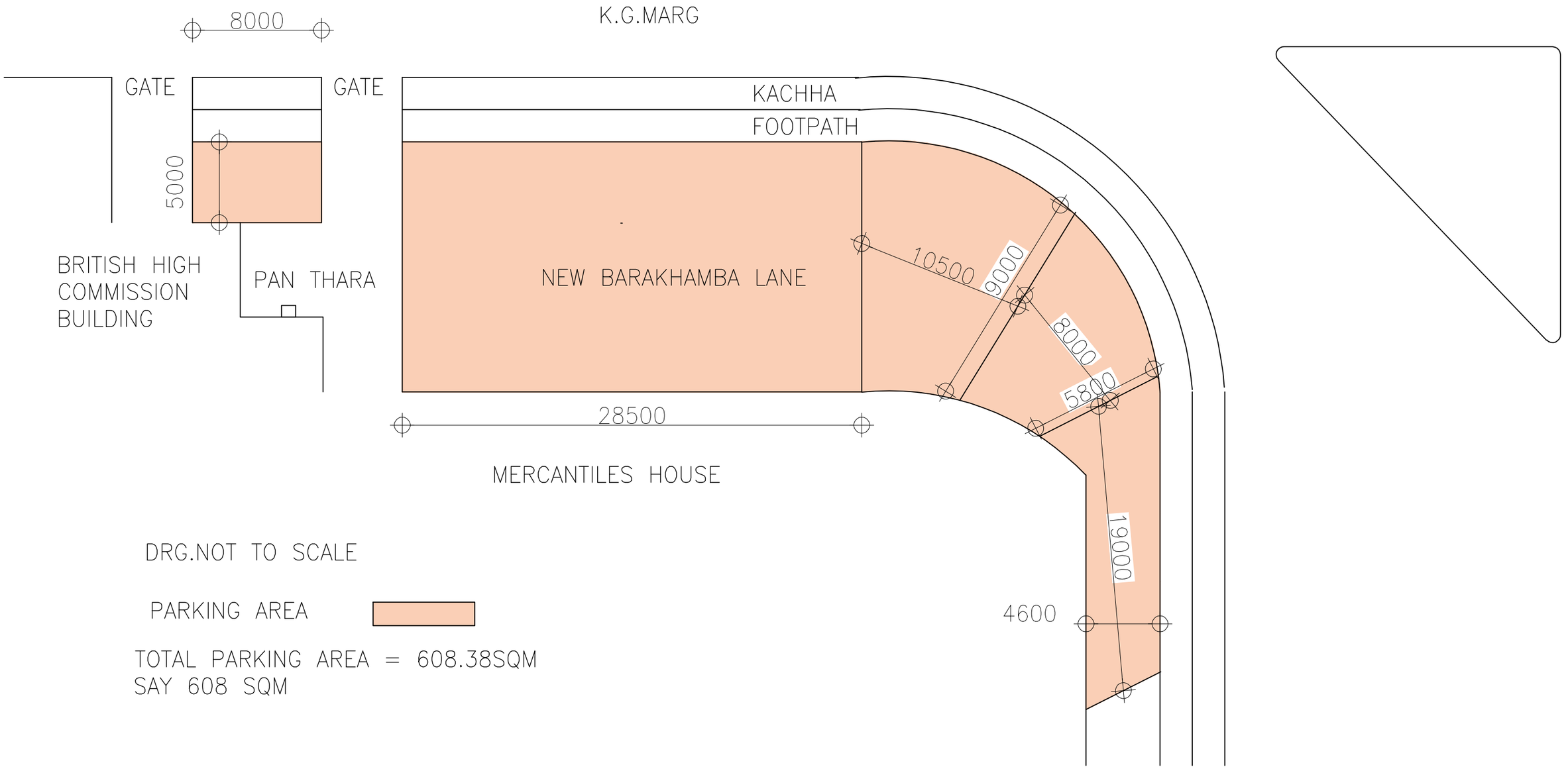
B=13.00X6.00=78.00SQM

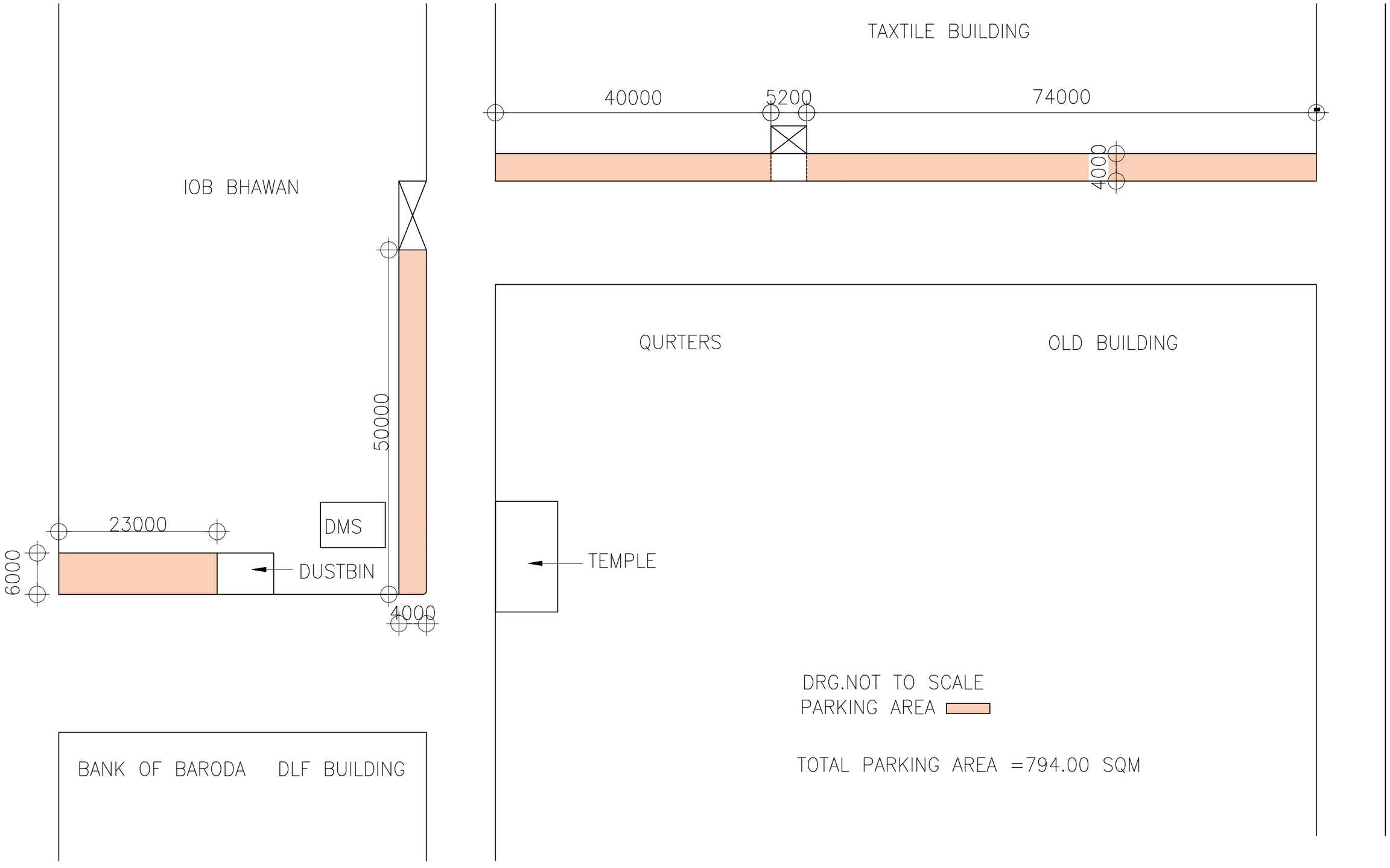
C=30.00X7.50=225.00SQM

D=54.00X6.00=324.00SQM

711.00SQM

TOLSTOY MARG
TOLSTOY LANE NO-2
VANDNA BLDG.
MOHAN DEV BLDG.
TOLSTOY HOUSE
PARKING
68000
4000
TOLSTOY LANE NO-1
DRG.NOT TO SCALE
PARKING AREA= 267 SQM
PARKING AREA


8000
K.G.MARG
GATE
GATE
KACHHA
FOOTPATH
5000
BRITISH HIGH
COMMISSION
BUILDING
PAN THARA
NEW BARAKHAMBA LANE
10500
9000
8000
5800
28500
MERCANTILES HOUSE
19000
4600
DRG.NOT TO SCALE
PARKING AREA
TOTAL PARKING AREA = 608.38SQM
SAY 608 SQM



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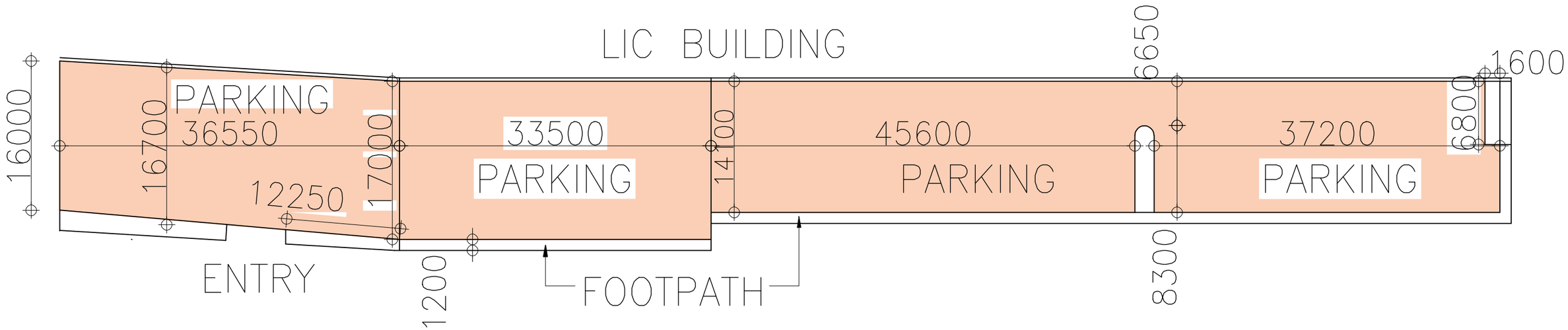
PARKING AREA

TOTAL PARKING AREA =794.00 SQM

PARKING BEHIND JEEVAN BHARTI BUILDING



DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=2394.03SQM

LOCATION PLAN OF PARKING IN FRONT OF NARINDER BUILDING

JANPATH LANE

DLF NARINDERA PLACE

BANK OF
BARODA

PARKING

18200

36200

JANTAR MANTAR

BUS BYE

PARLIAMENT STREET

DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=659.00SQM

CONNAUGHT PLACE

SHANKER MARKET

5700

173400

SUPER BAZAR

MAYUR BHAVAN

VIDYUT BHAVAN

CAMPA COLA

10000

39200

16000

4000

4000

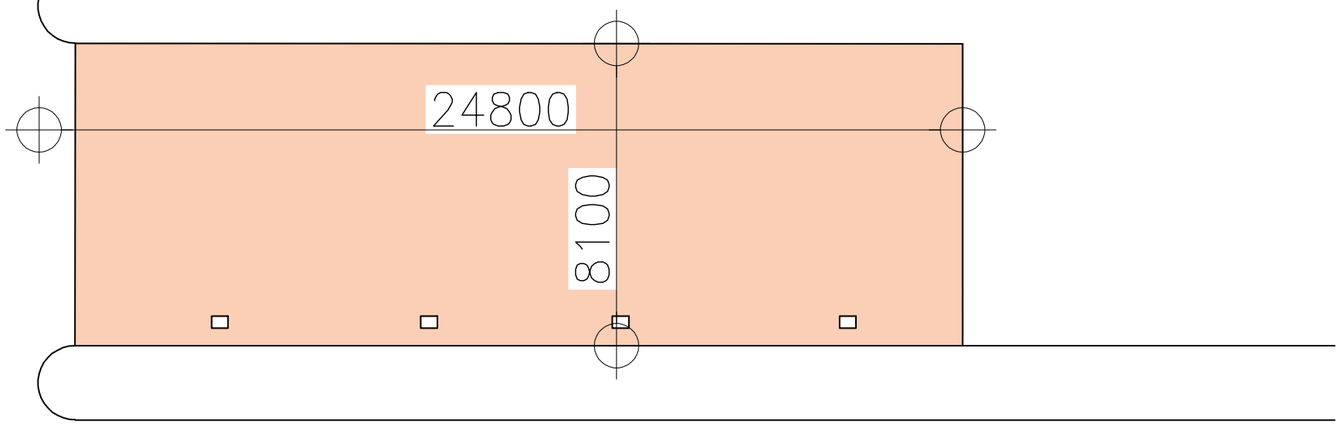
4000

DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=1172.00SQM

BARA KHAMBA ROAD

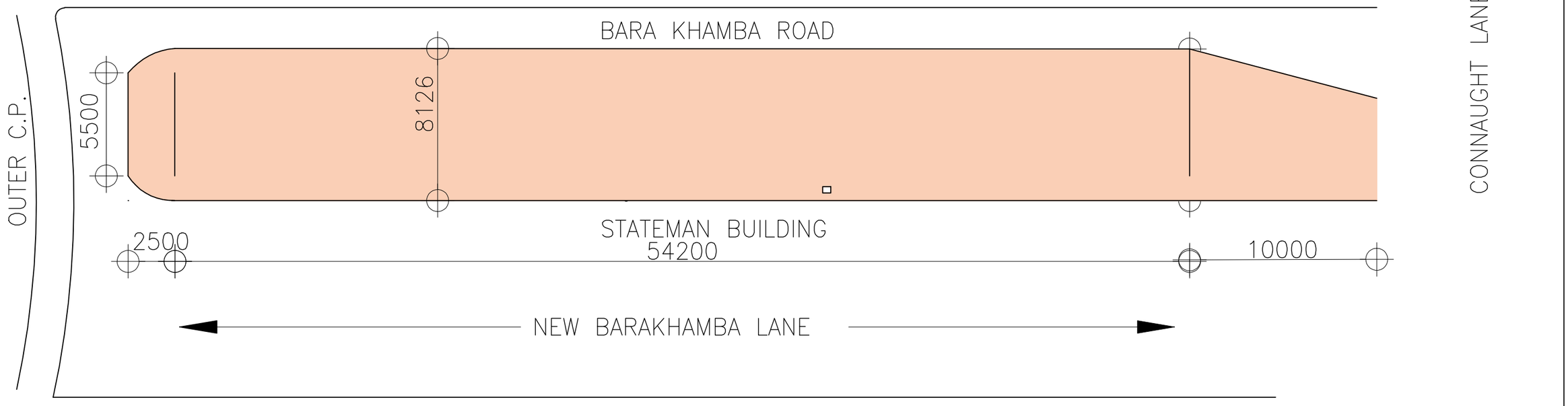


HANS PLAZA

DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA = 200.88SQM
SAY 201 SQM



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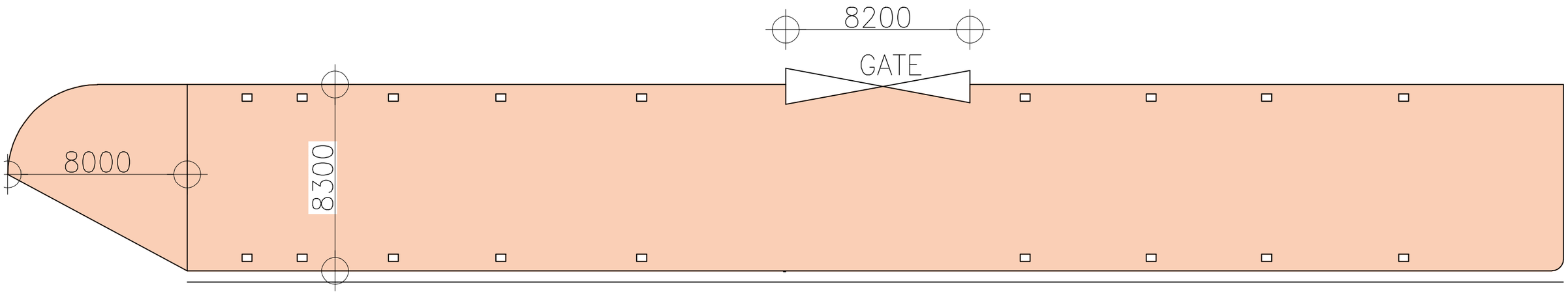
PARKING AREA

TOTAL PARKING AREA=492.47SQM

GOPAL DAS BUILDING



61300

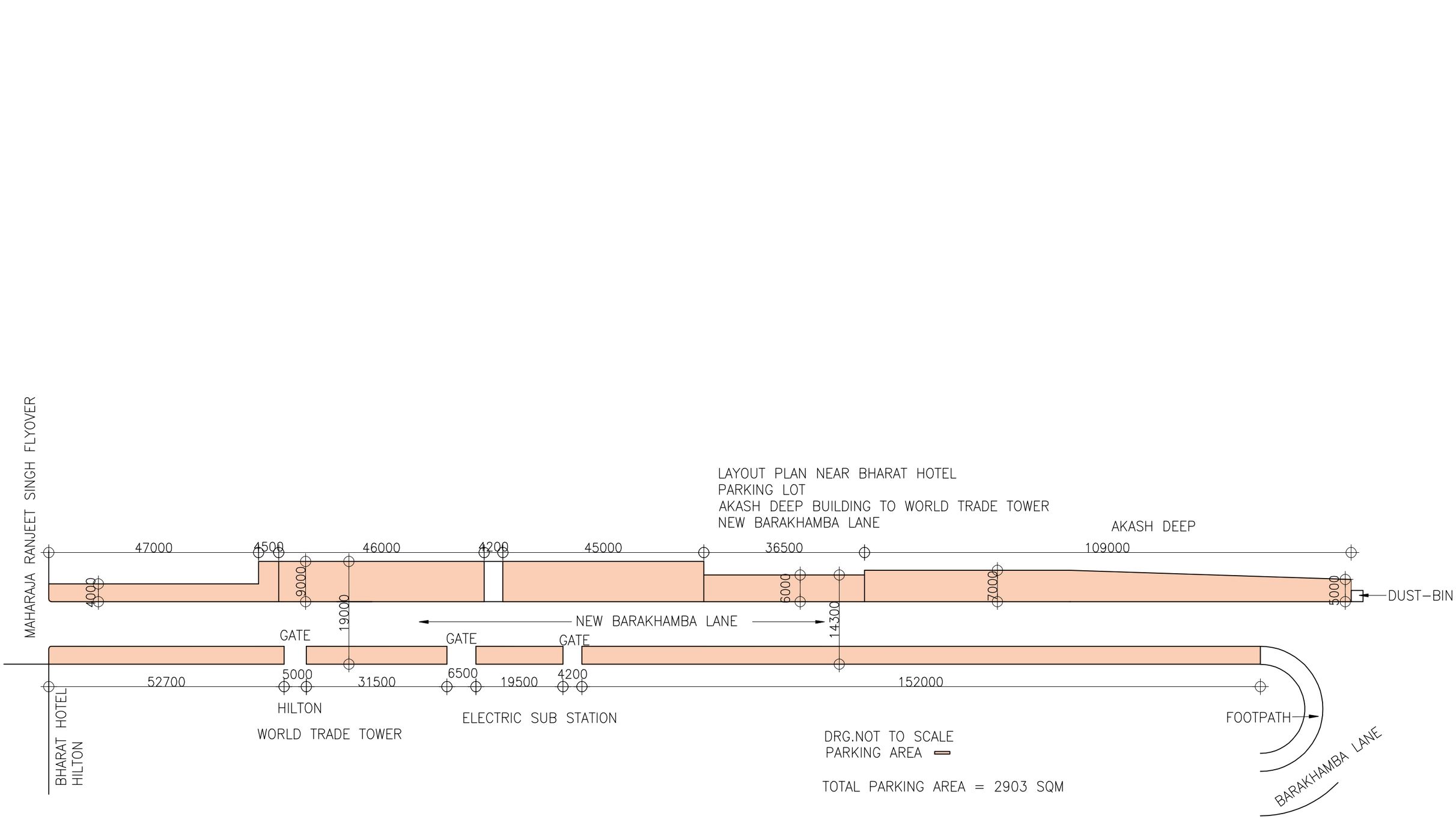
NEW BARAKHAMBA LANE

DRG.NOT TO SCALE

PARKING AREA

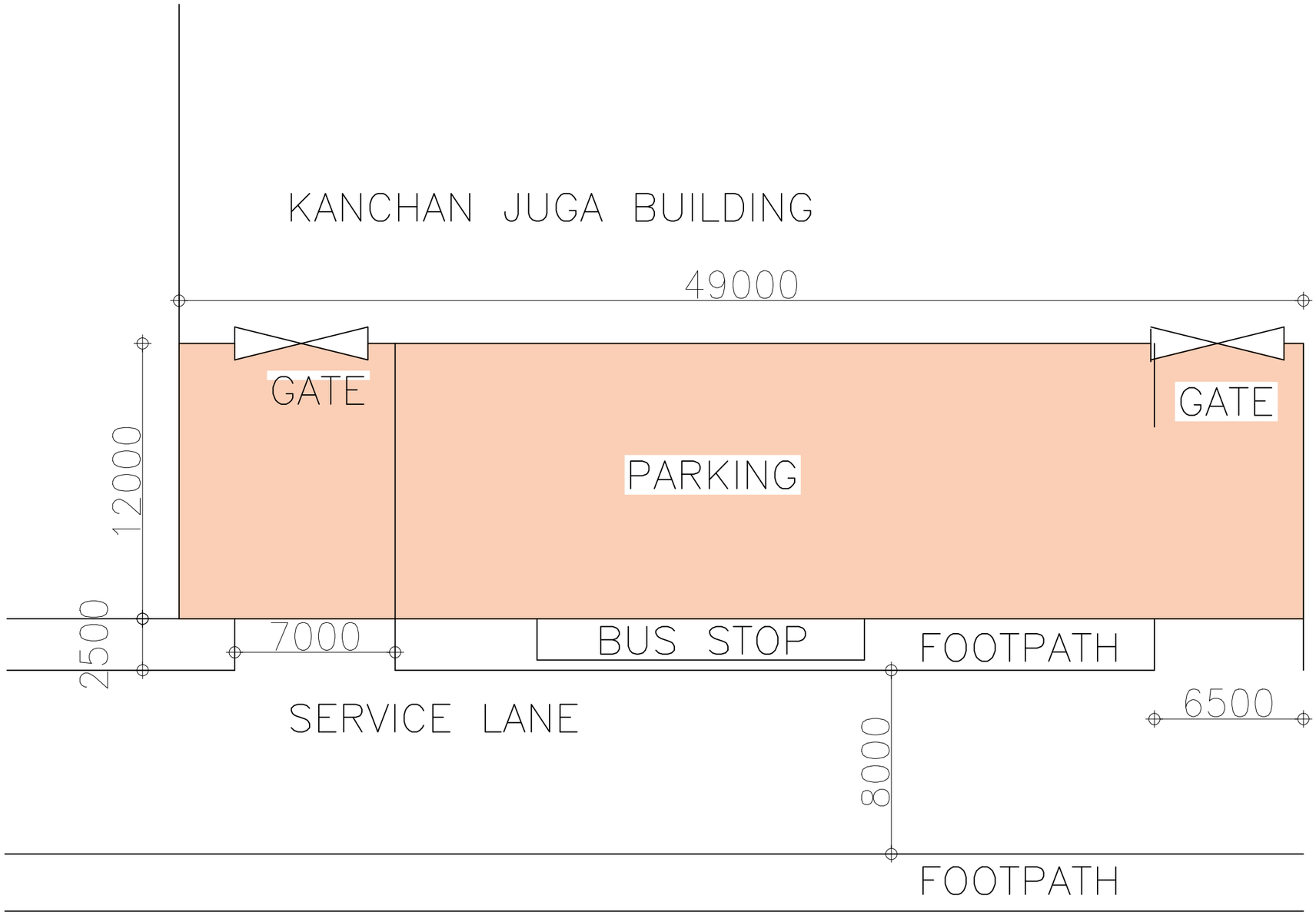
TOTAL PARKING AREA = 508.79SQM
SAY 509 SQM

LAYOUT PLAN NEAR BHARAT HOTEL
PARKING LOT
AKASH DEEP BUILDING TO WORLD TRADE TOWER
NEW BARAKHAMBA LANE



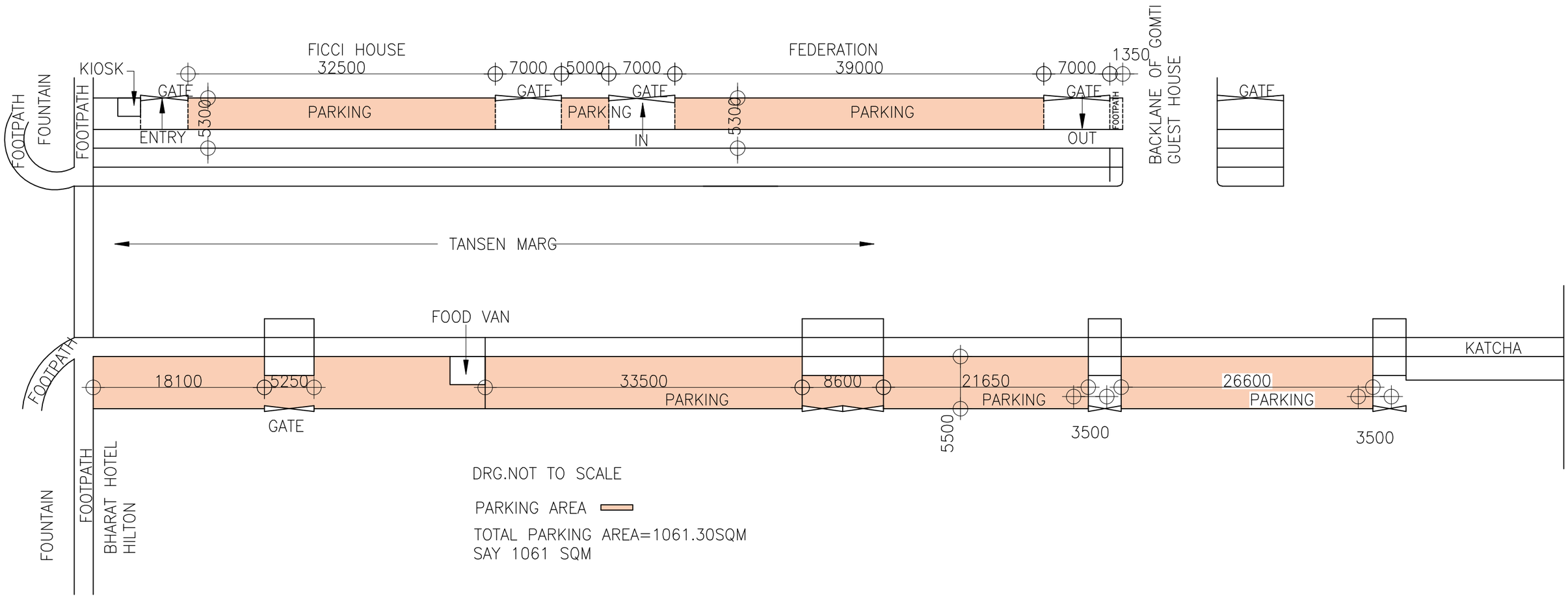
DRG.NOT TO SCALE
PARKING AREA

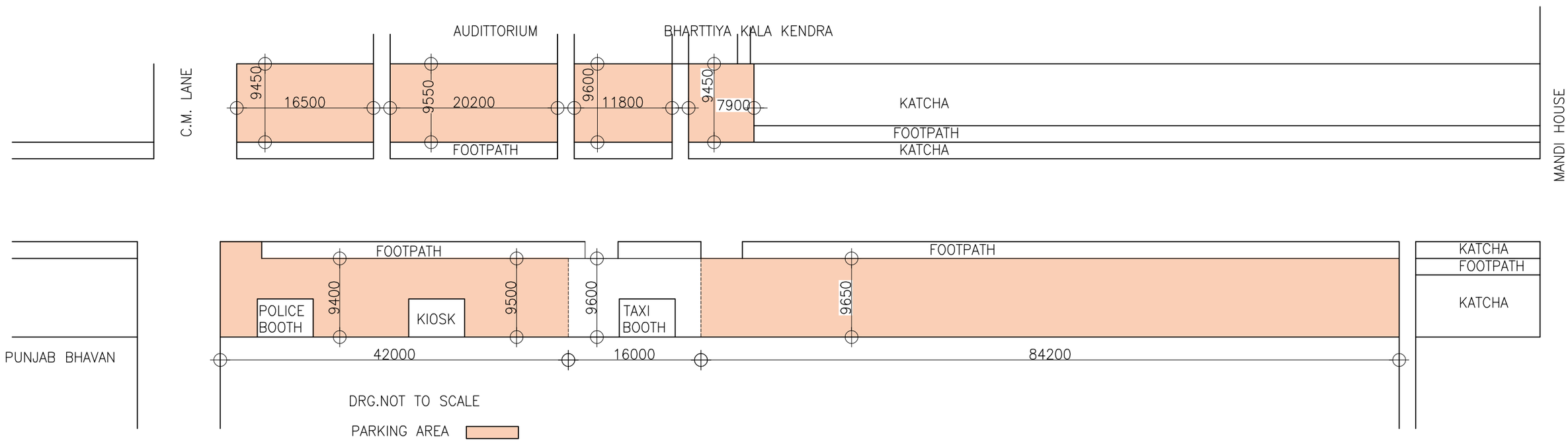
TOTAL PARKING AREA = 2903 SQM



PARKING AREA

CAR PARKING AREA=407.00SQM

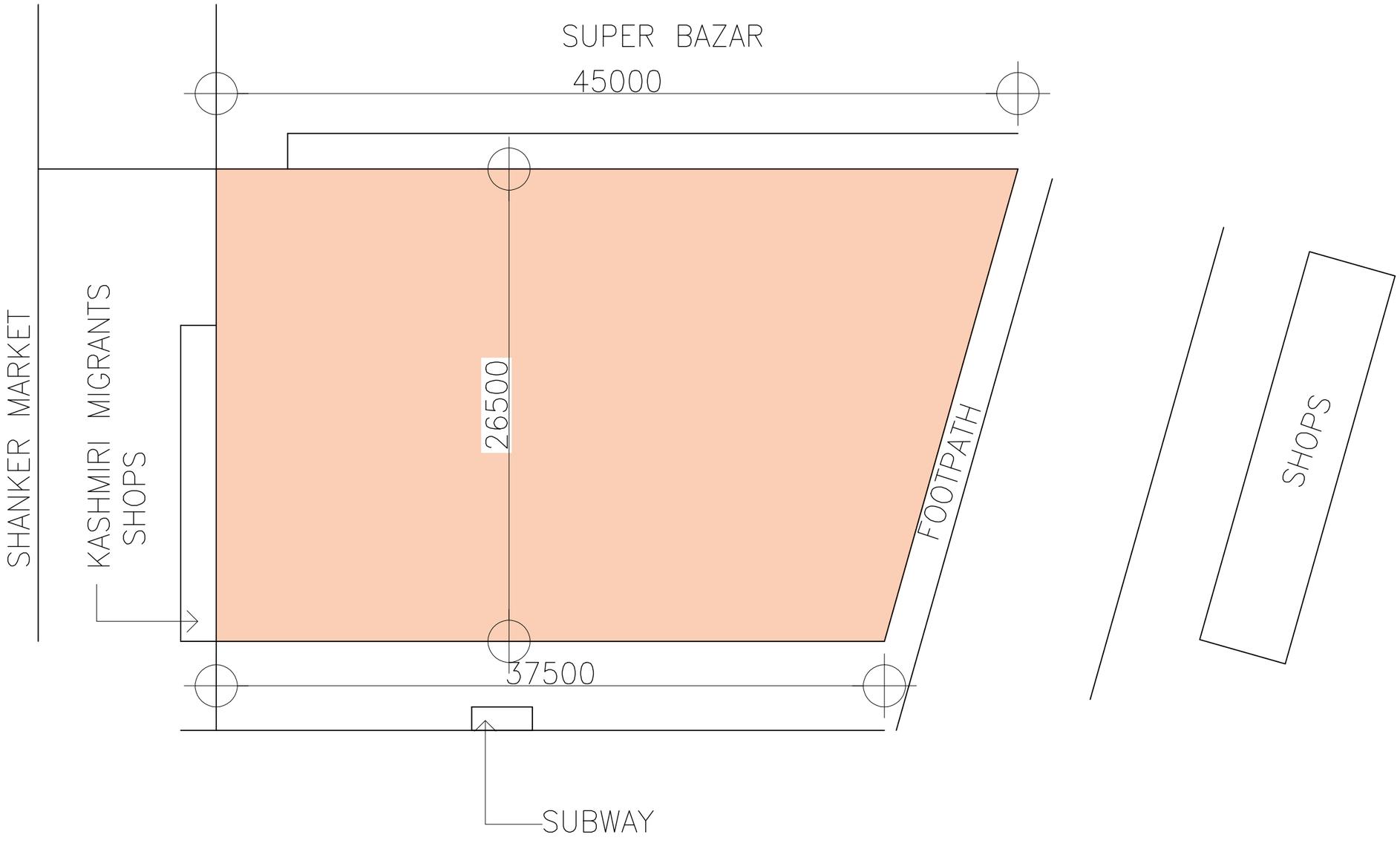

FOOTPATH
FOUNTAIN
FOOTPATH
KIOSK
GATE
ENTRY
5300
FICCI HOUSE
32500
7000
5000
7000
GATE
GATE
GATE
PARKING
PARKING
PARKING
IN
5300
FEDERATION
39000
7000
1350
GATE
OUT
FOOTPATH
BACKLANE OF GOMTI
GUEST HOUSE
GATE
TANSEN MARG
FOOTPATH
FOOD VAN
KATCHA
18100
5250
33500
8600
21650
26600
PARKING
PARKING
PARKING
GATE
5500
3500
3500
FOUNTAIN
FOOTPATH
BHARAT HOTEL
HILTON
DRG.NOT TO SCALE
PARKING AREA
TOTAL PARKING AREA=1061.30SQM
SAY 1061 SQM



DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=1337.53SQM
SAY 1337 SQM

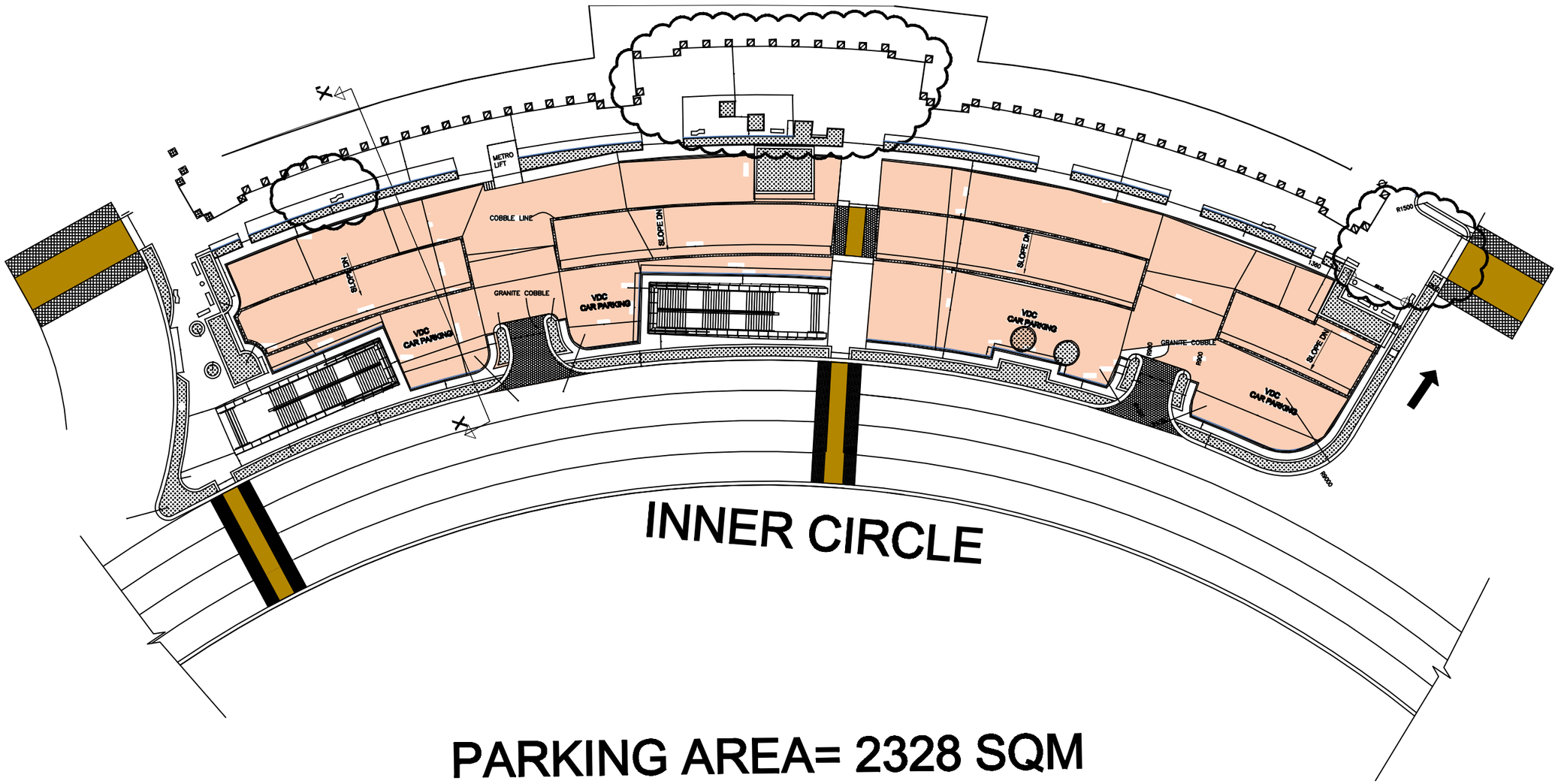


DRG.NOT TO SCALE

PARKING AREA

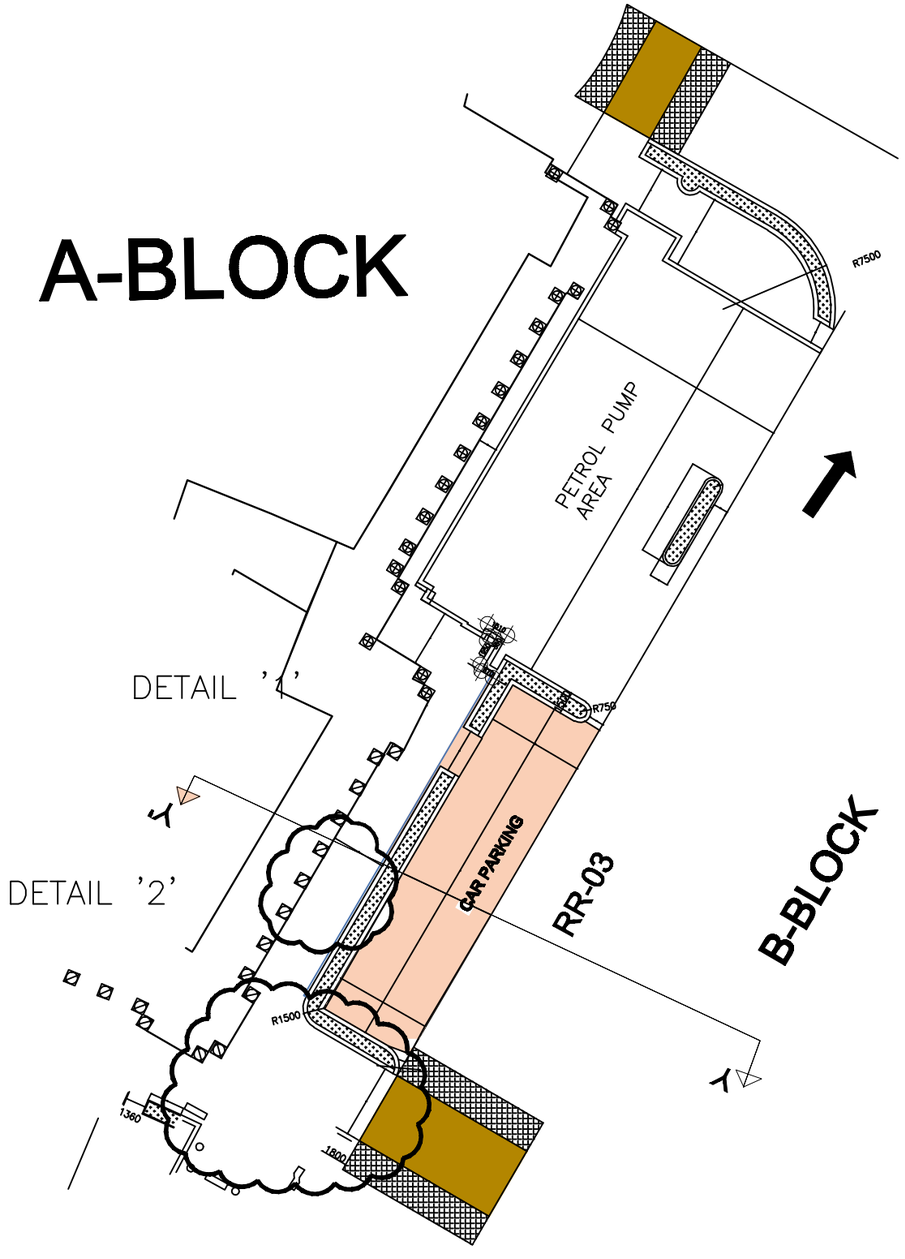
TOTAL PARKING AREA=1093.00SQM

A-BLOCK

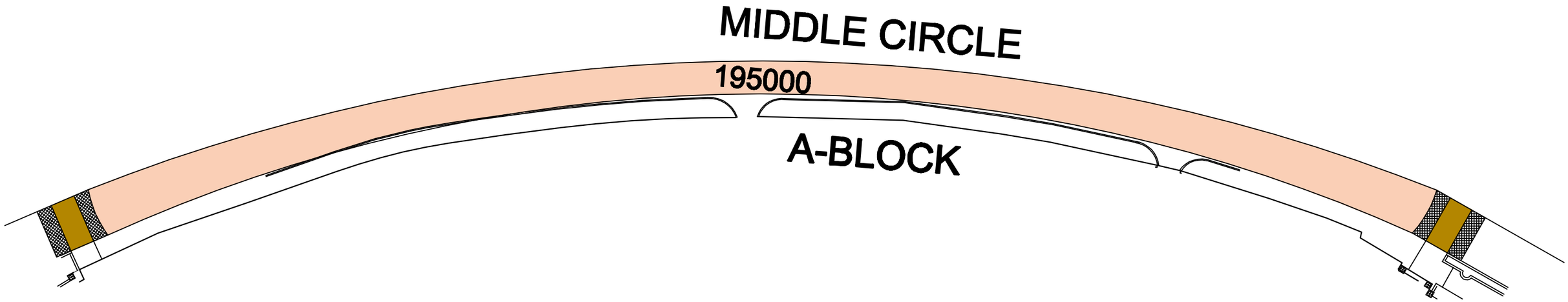


INNER CIRCLE

PARKING AREA= 2328 SQM

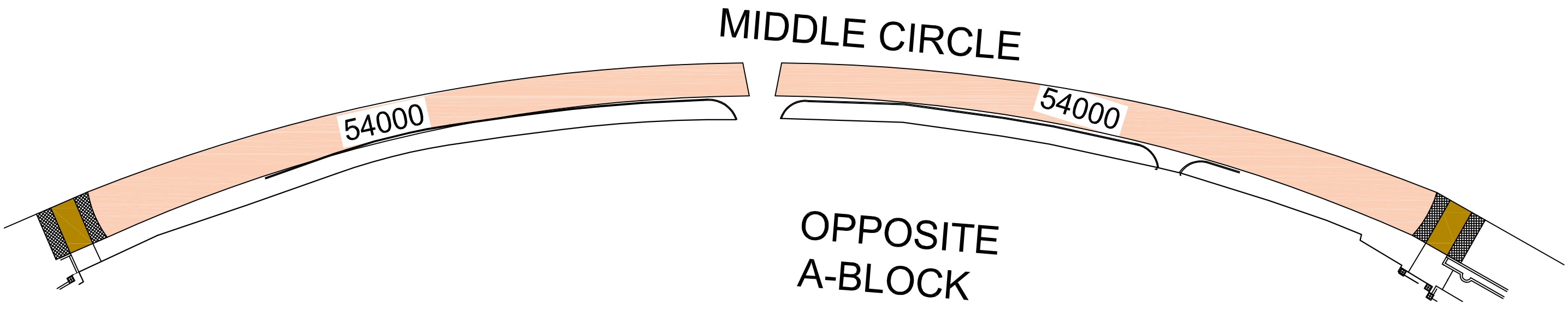


PARKING AREA= 175 SQM

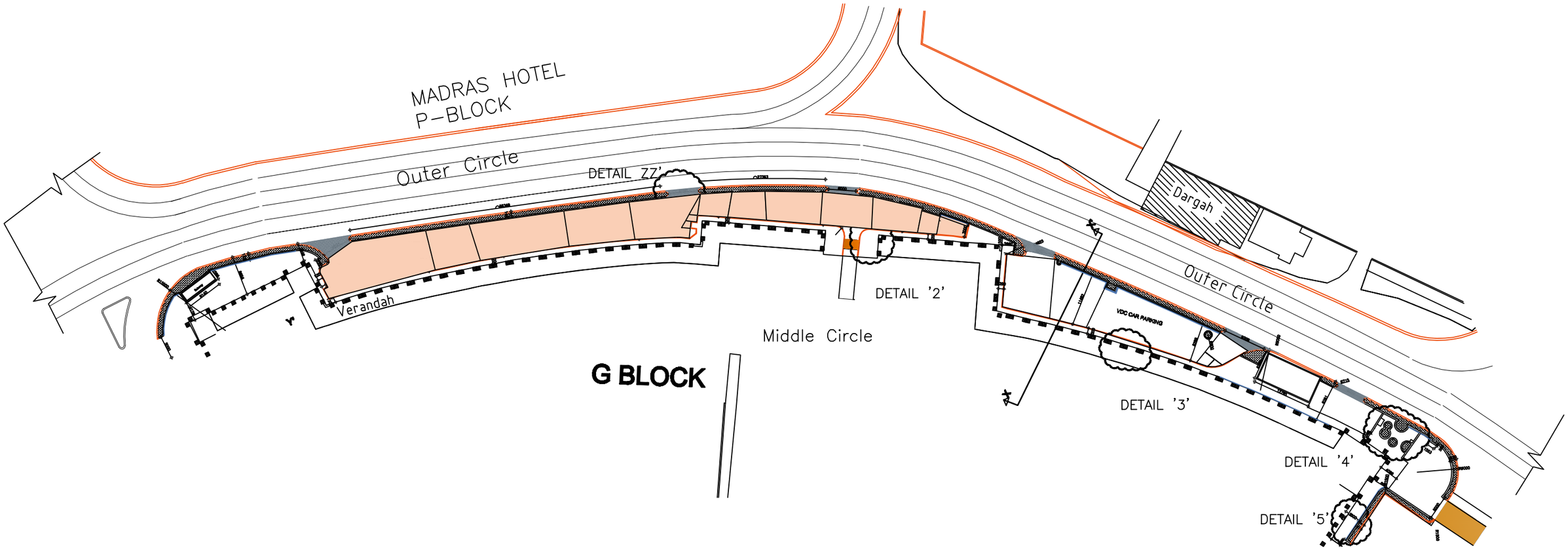


PARKING AREA= 585 SQM

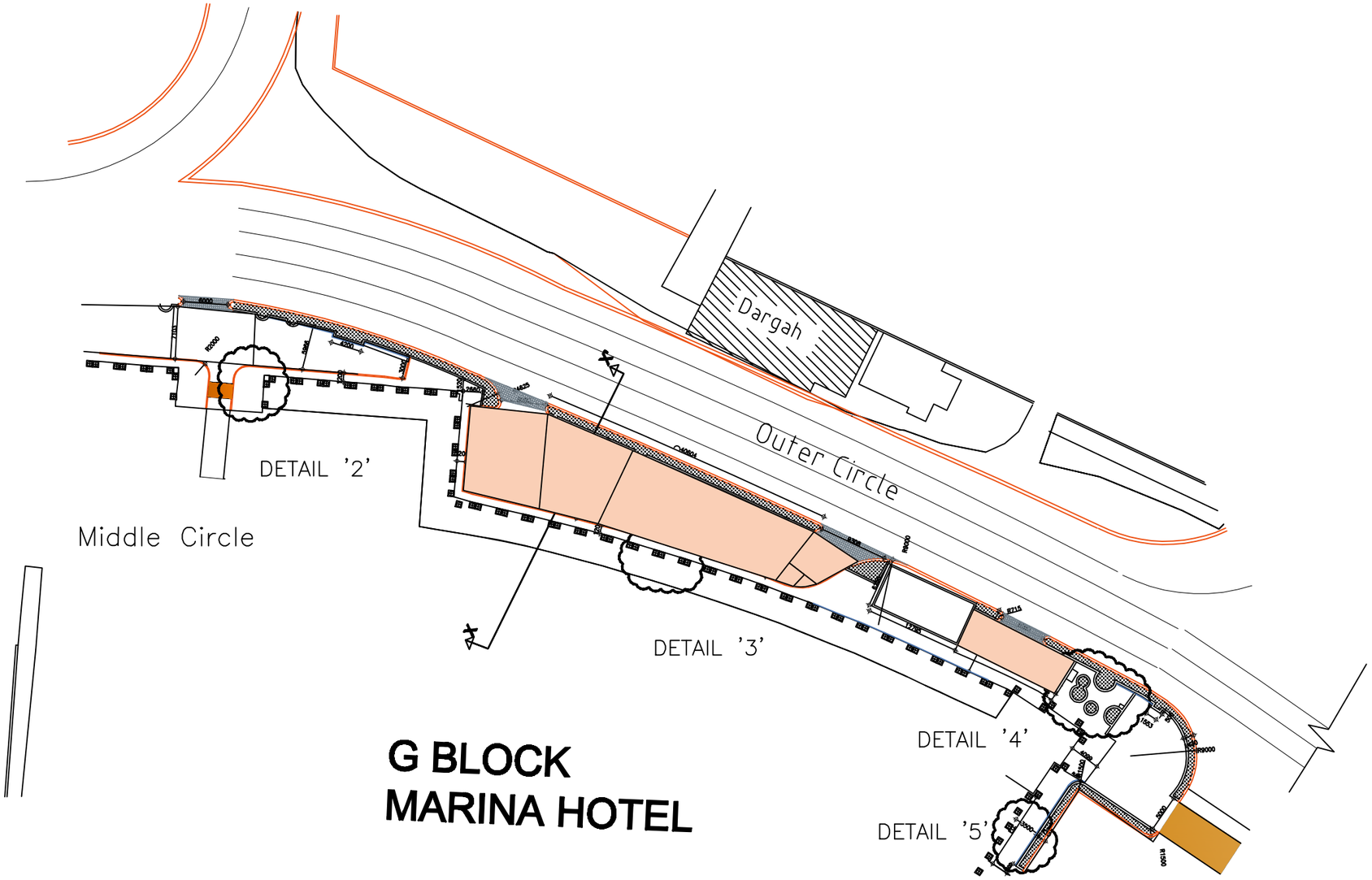
G-BLOCK MIDDLE CIRCLE



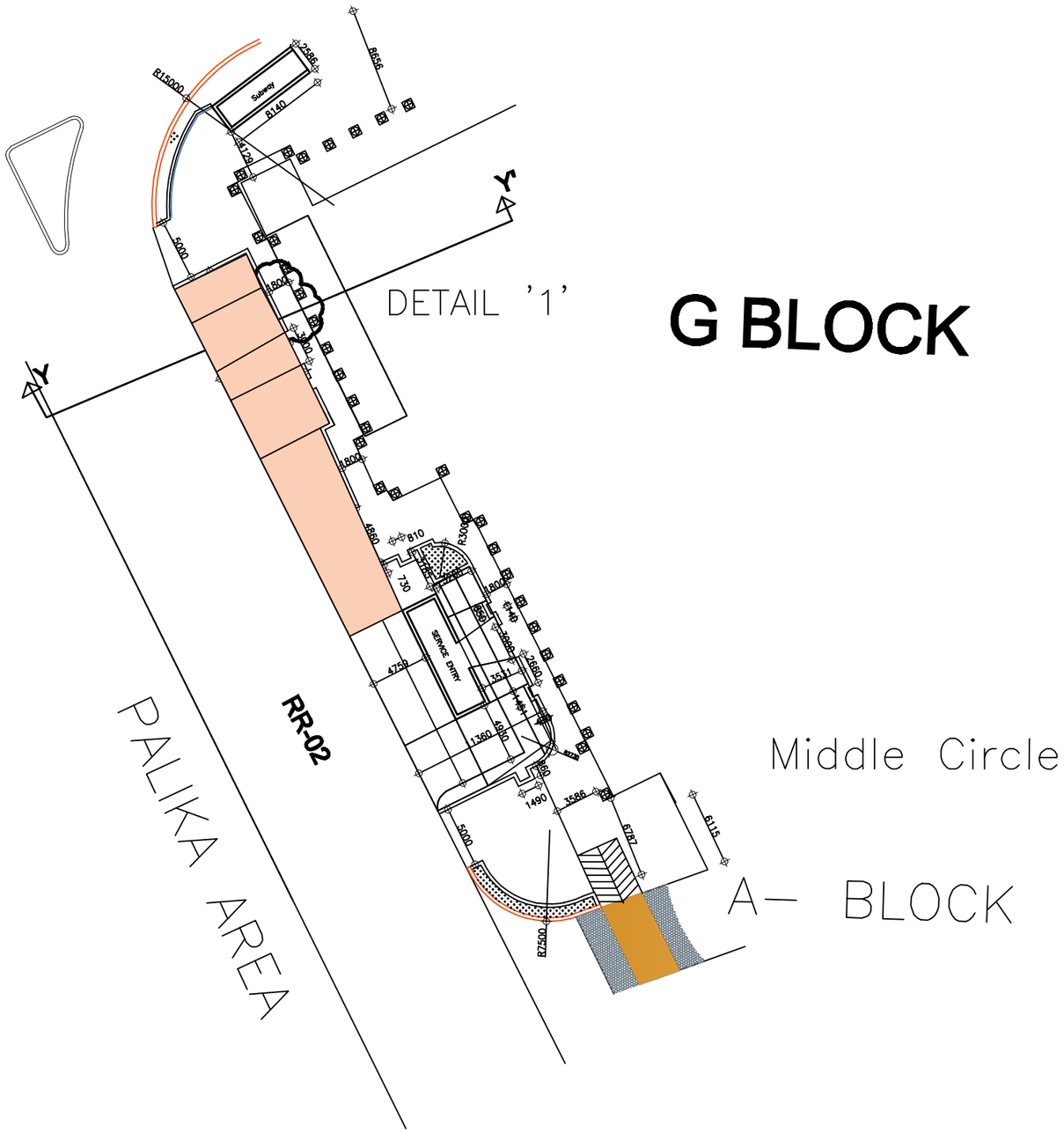
PARKING AREA= 324 SQM



PARKING AREA= 847 SQM

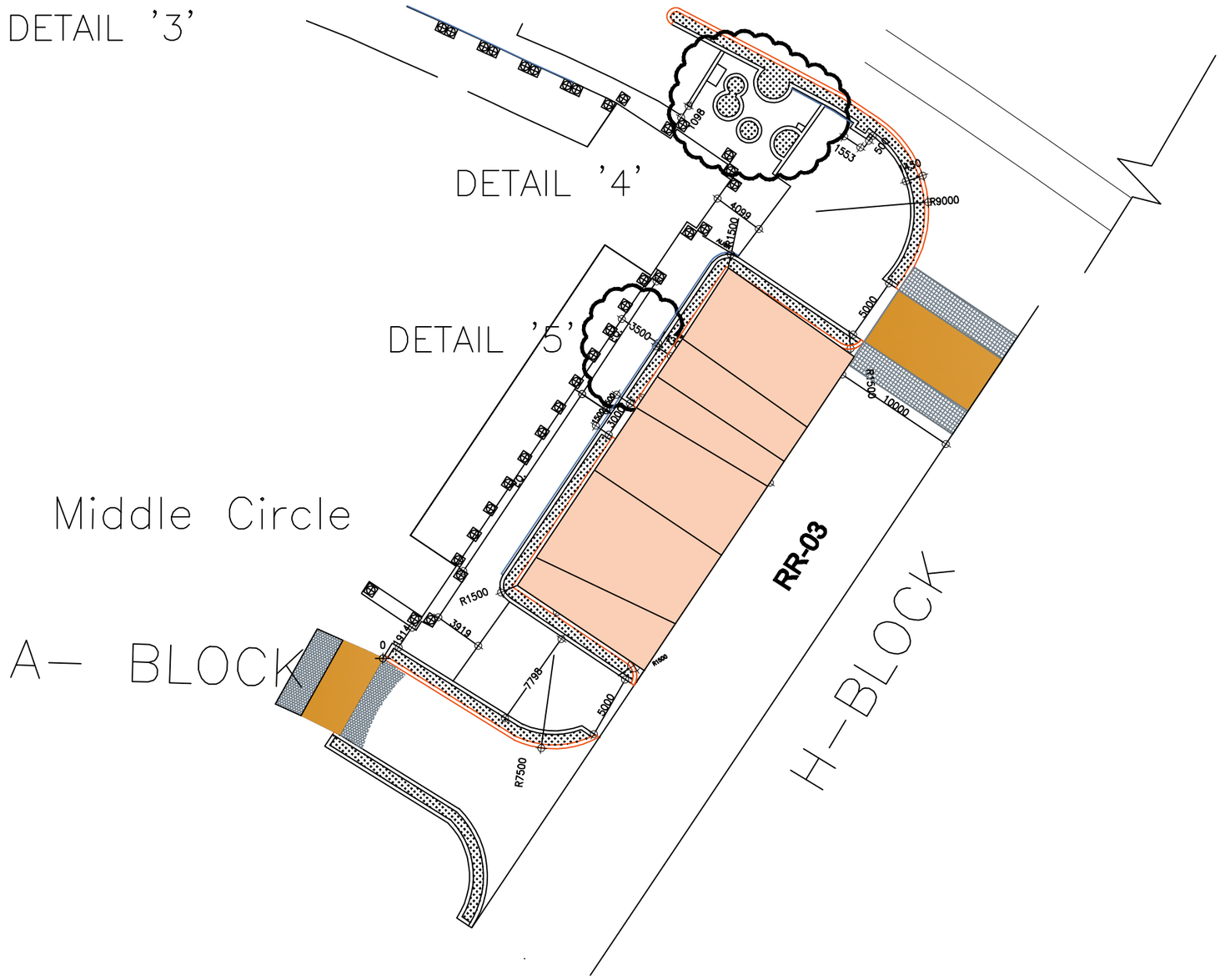


PARKING AREA= 605 SQM



PARKING AREA= 501 SQM

G BLOCK



PARKING AREA= 554 SQM

B

DETAIL '3'

DETAIL '4'

DETAIL '2'

A-Block

C-Block

RR-03

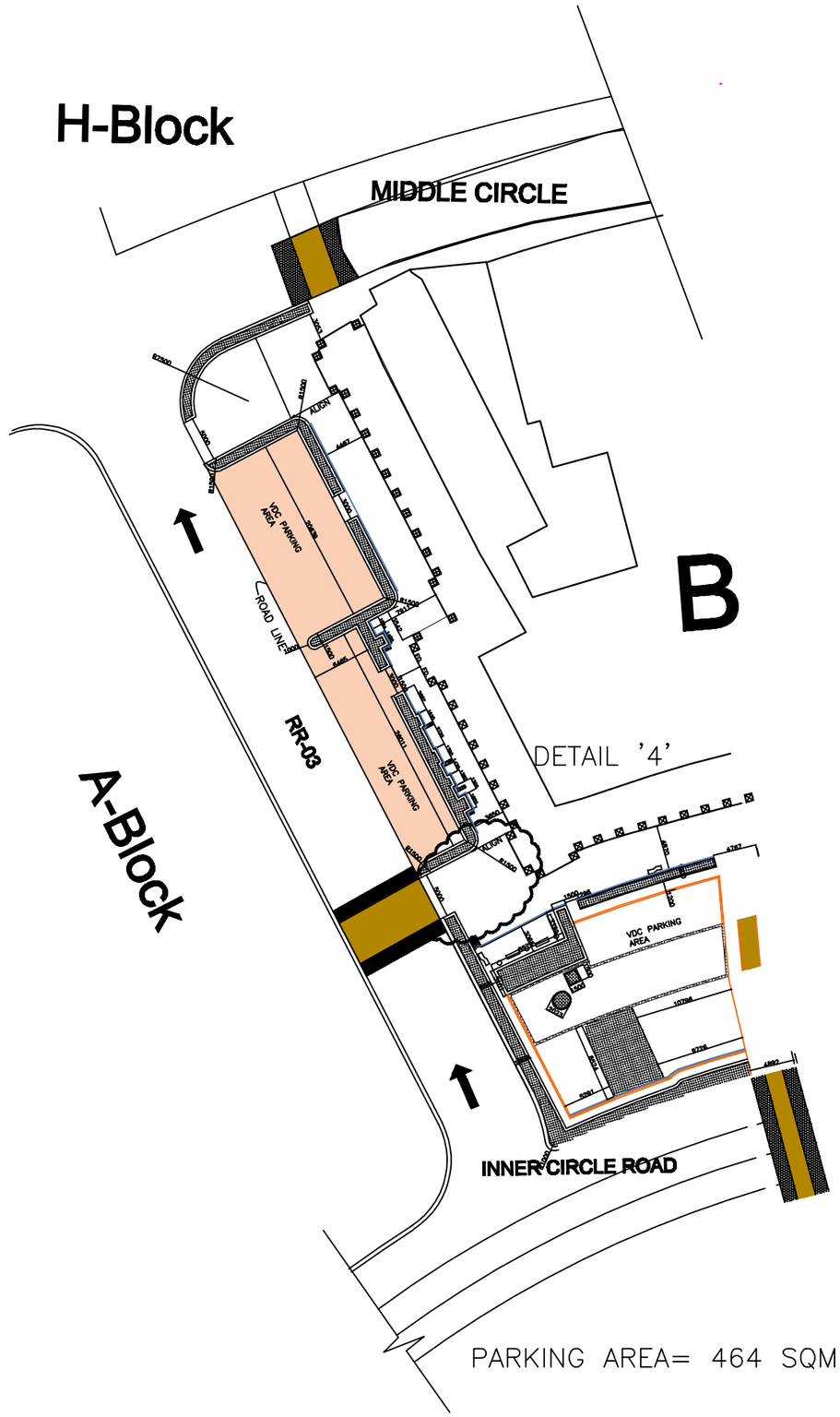
RR-04

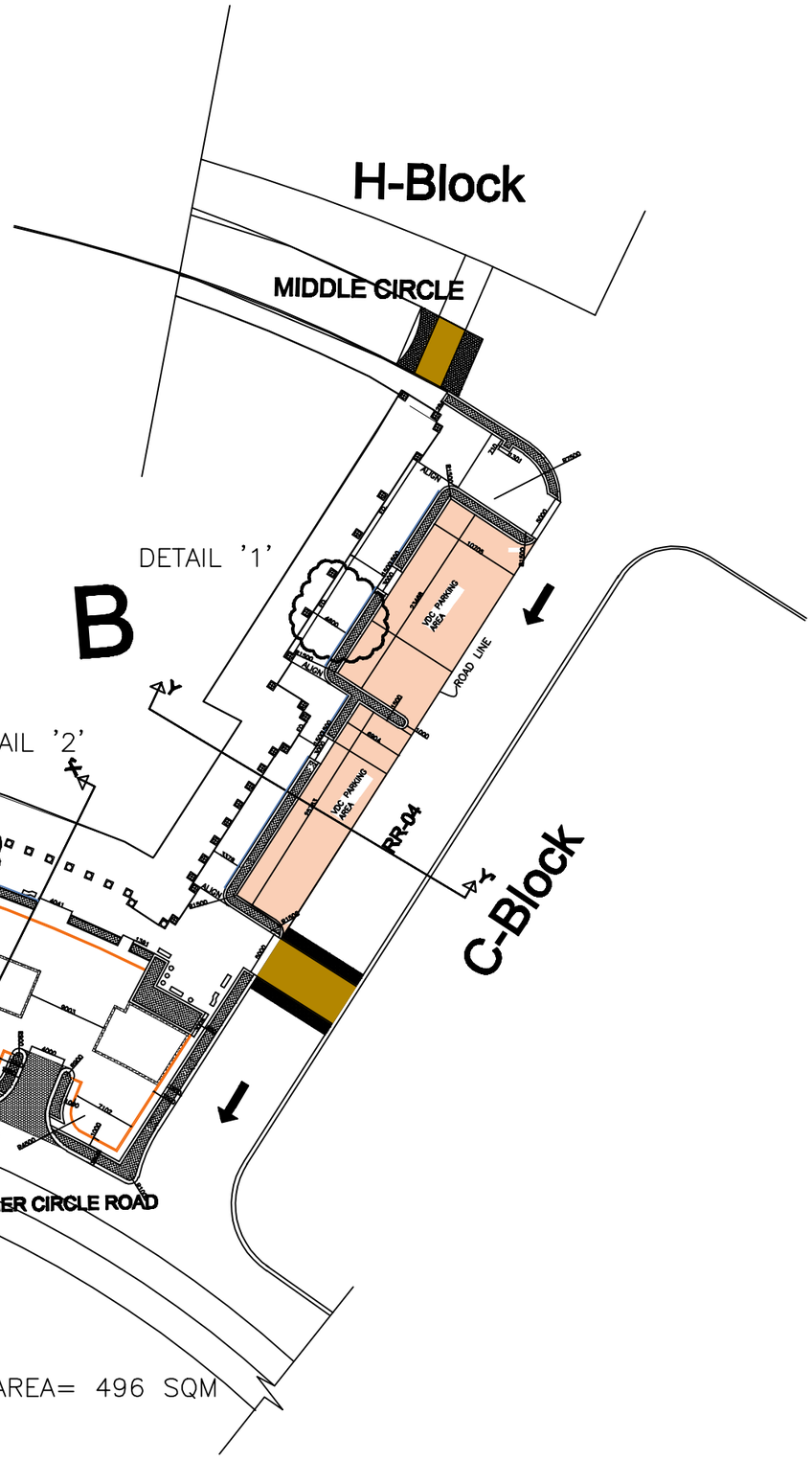
VDC PARKING AREA

DETAIL '1'

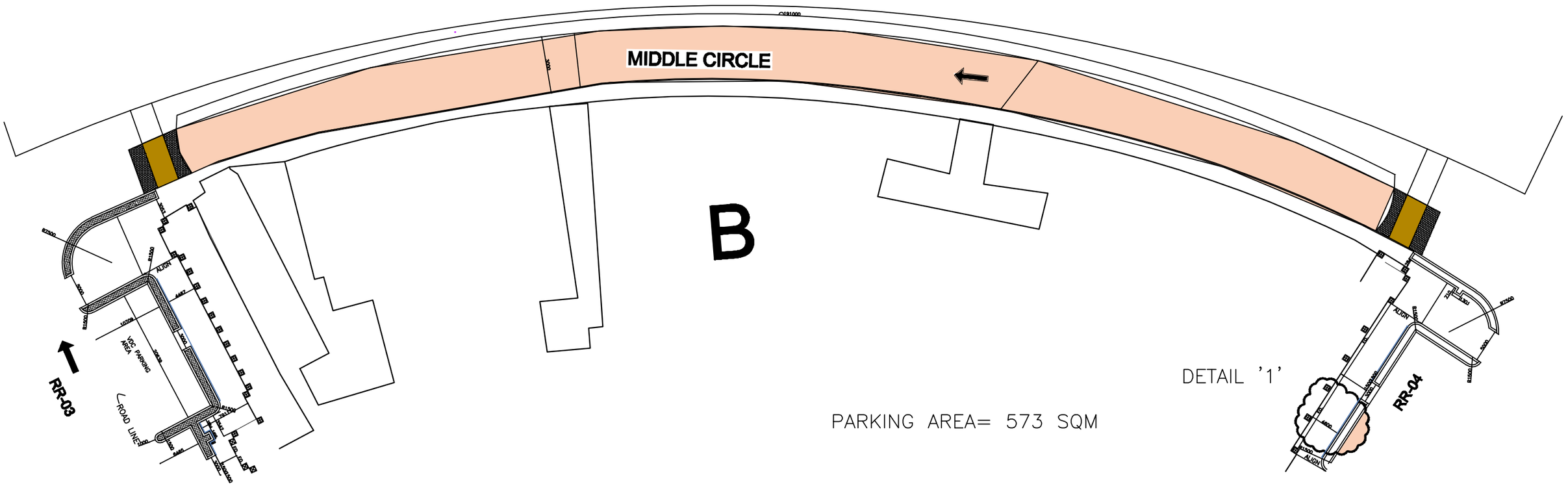
INNER CIRCLE ROAD

PARKING AREA= 2131 SQM


H-Block
MIDDLE CIRCLE
B
A-Block
RR-03
ROAD LINE
VDC PARKING AREA
VDC PARKING AREA
DETAIL '4'
INNER CIRCLE ROAD
PARKING AREA= 464 SQM

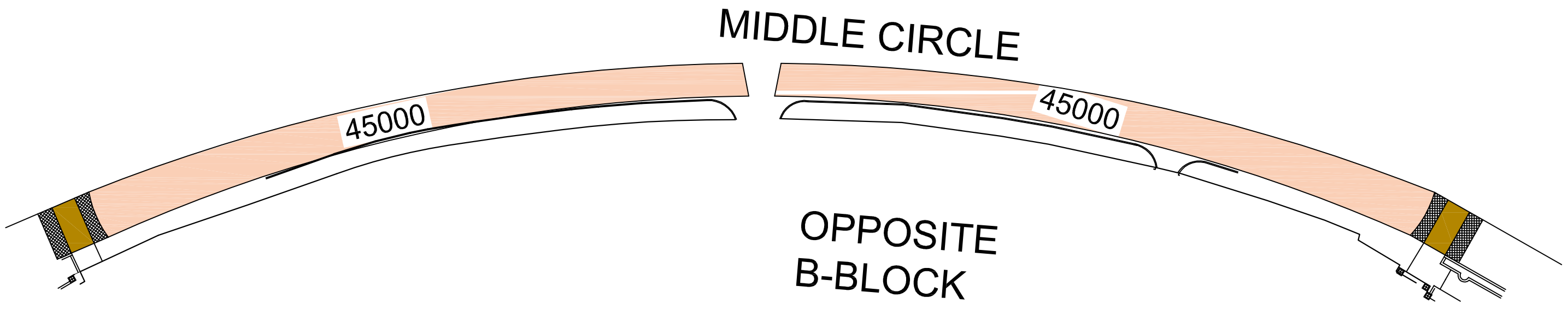

H-Block
MIDDLE CIRCLE
DETAIL '1'
B
A
A
DETAIL '2'
A
A
VDC PARKING AREA
ROAD LINE
VDC PARKING AREA
RR-04
C-Block
VDC PARKING AREA
INNER CIRCLE ROAD
PARKING AREA= 496 SQM

H-Block

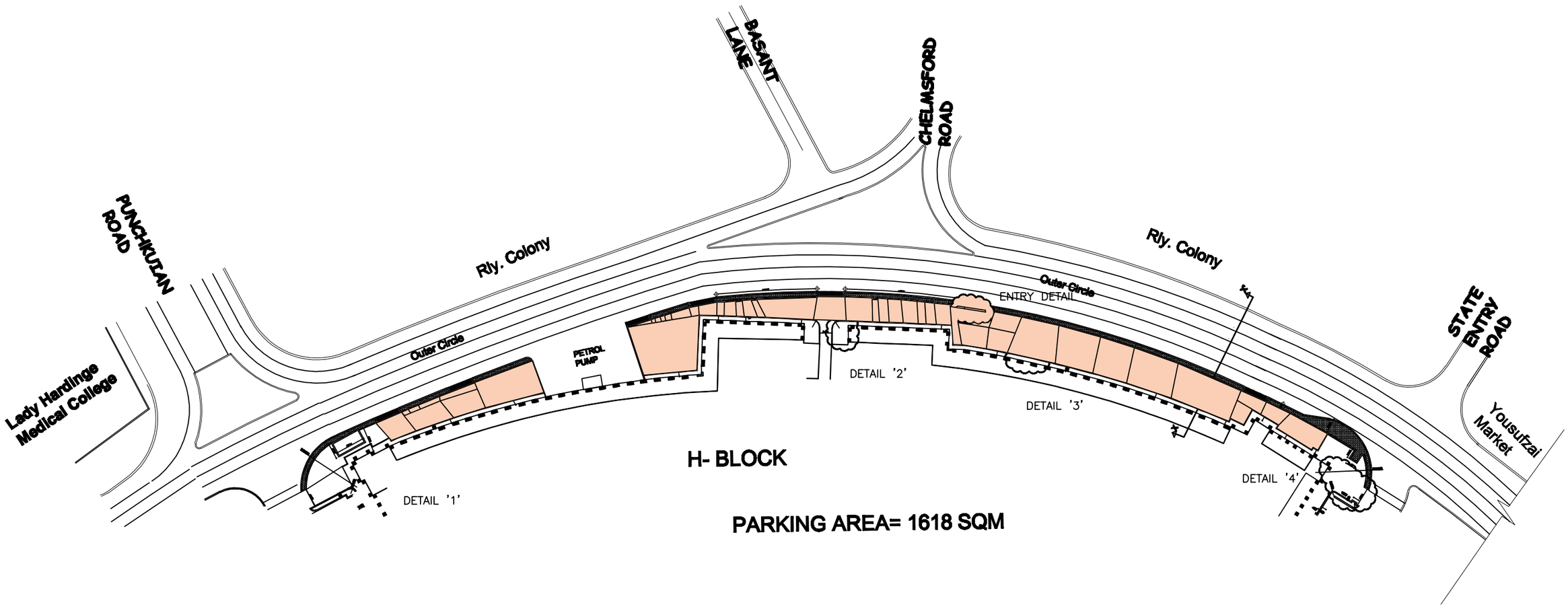


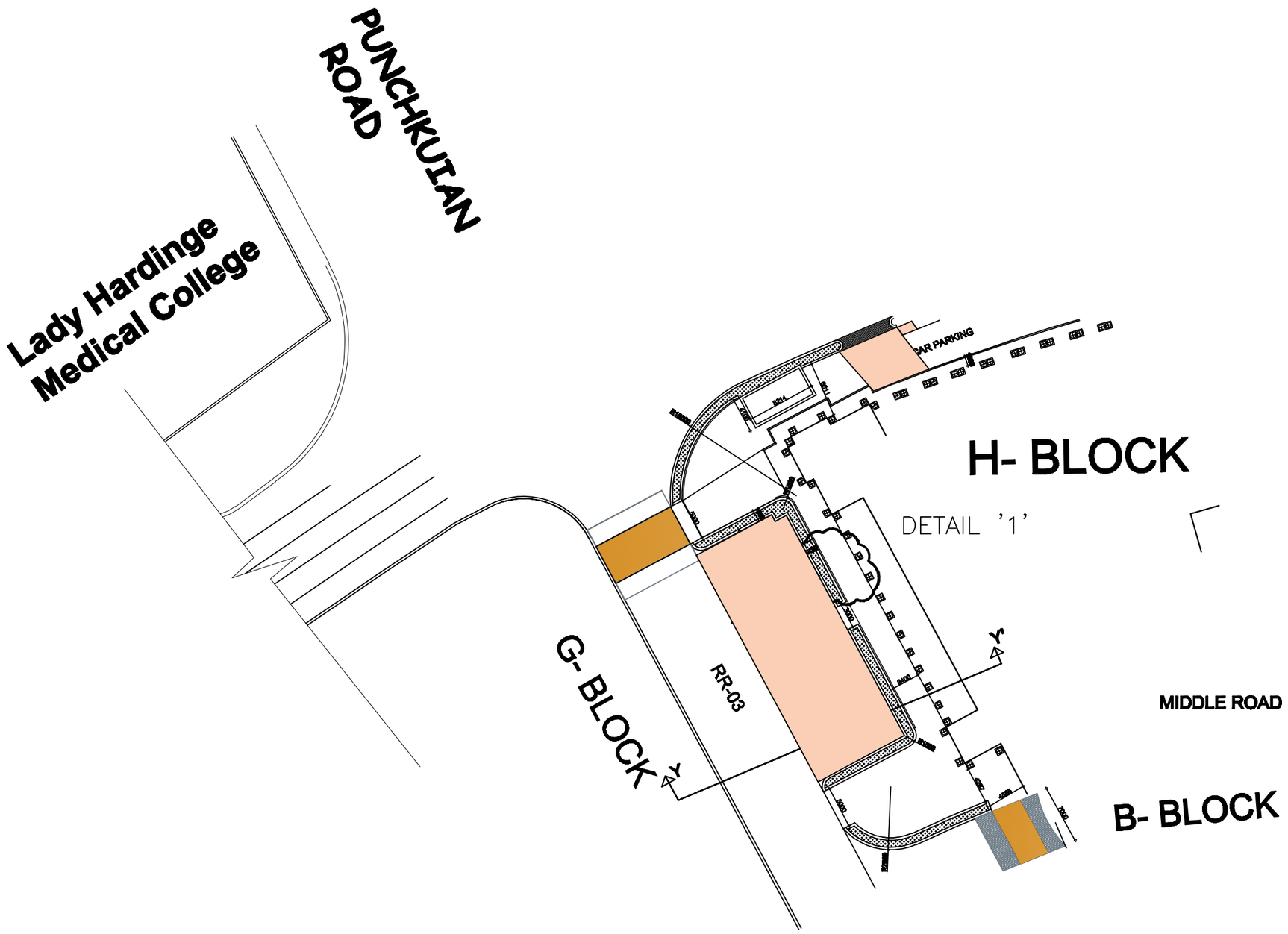
PARKING AREA= 573 SQM

H-BLOCK MIDDLE CIRCLE

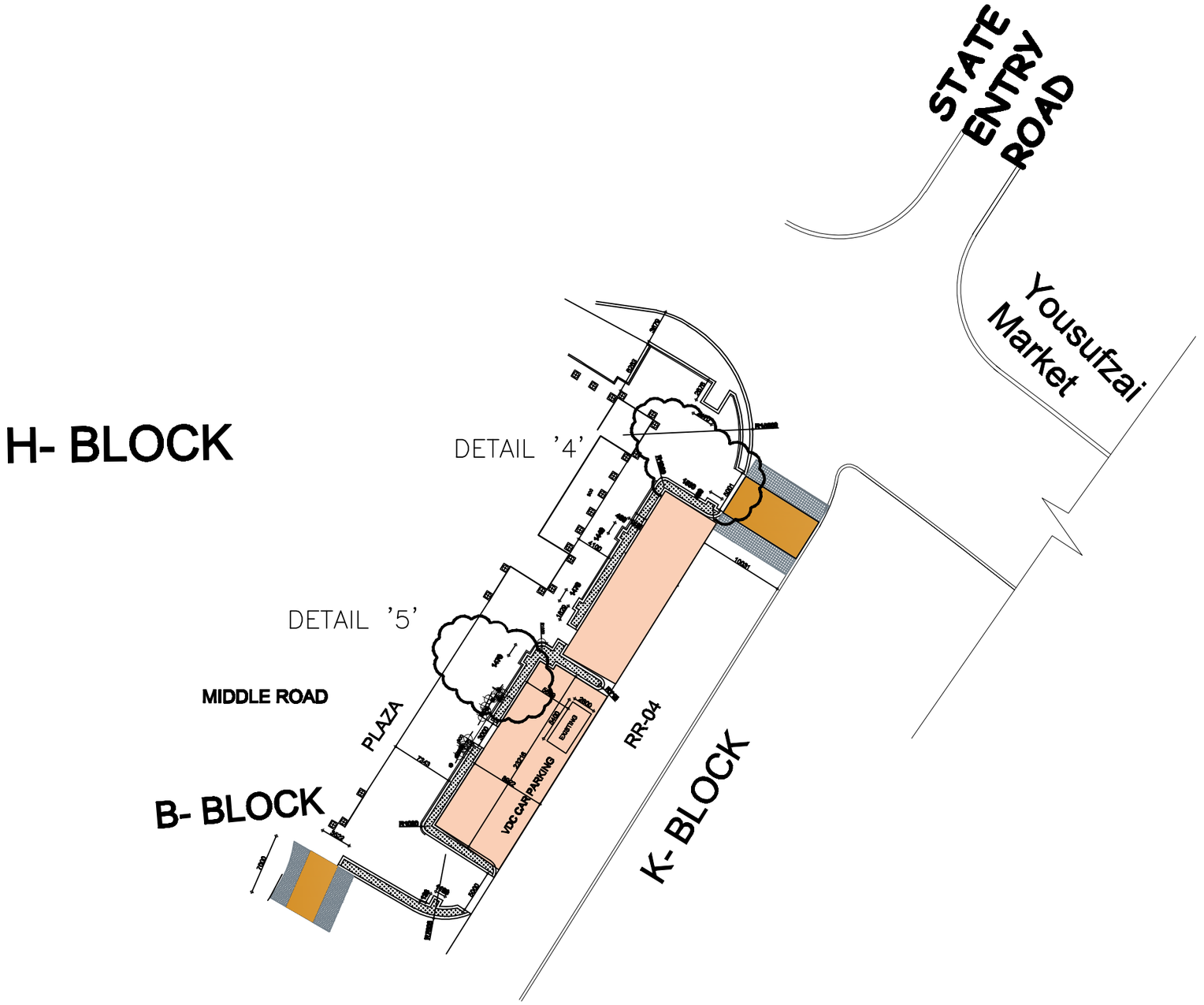


PARKING AREA= 270 SQM

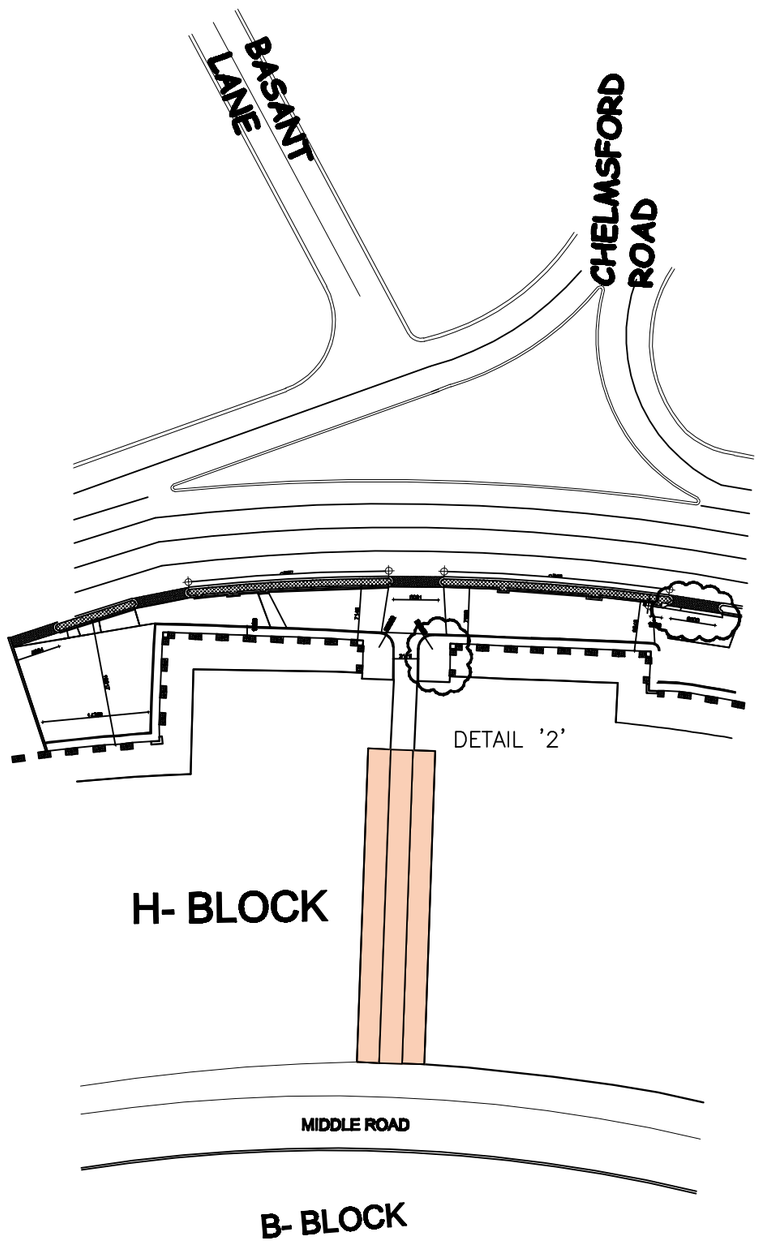

BASANT LANE
CHELMSFORD ROAD
PUNCHKUIAN ROAD
Rly. Colony
Rly. Colony
Outer Circle
Outer Circle
ENTRY DETAIL
STATE ENTRY ROAD
Lady Hardinge Medical College
PETROL PUMP
DETAIL '1'
DETAIL '2'
DETAIL '3'
DETAIL '4'
Yousufzai Market
H- BLOCK
PARKING AREA= 1618 SQM



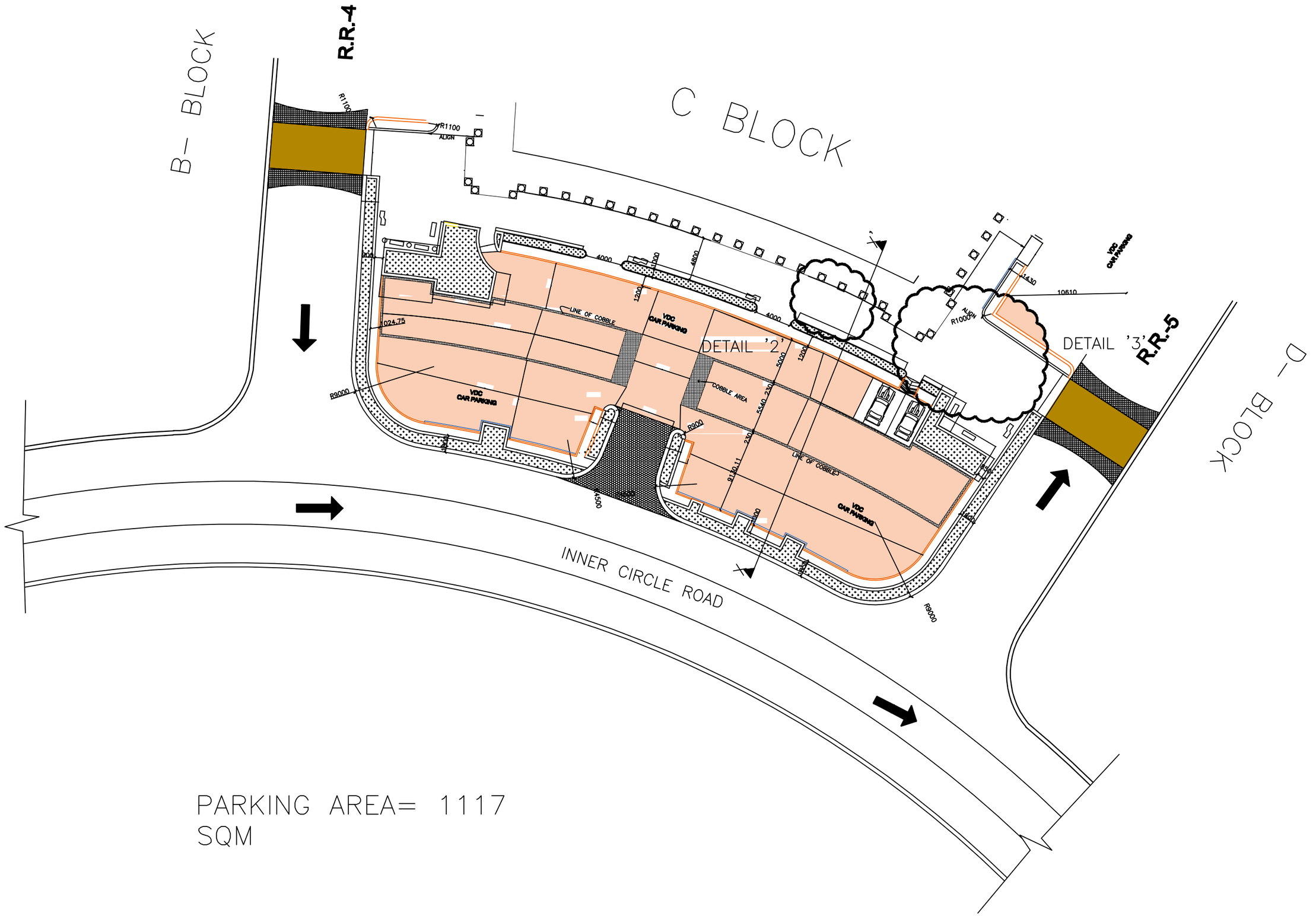
PARKING AREA= 552 SQM



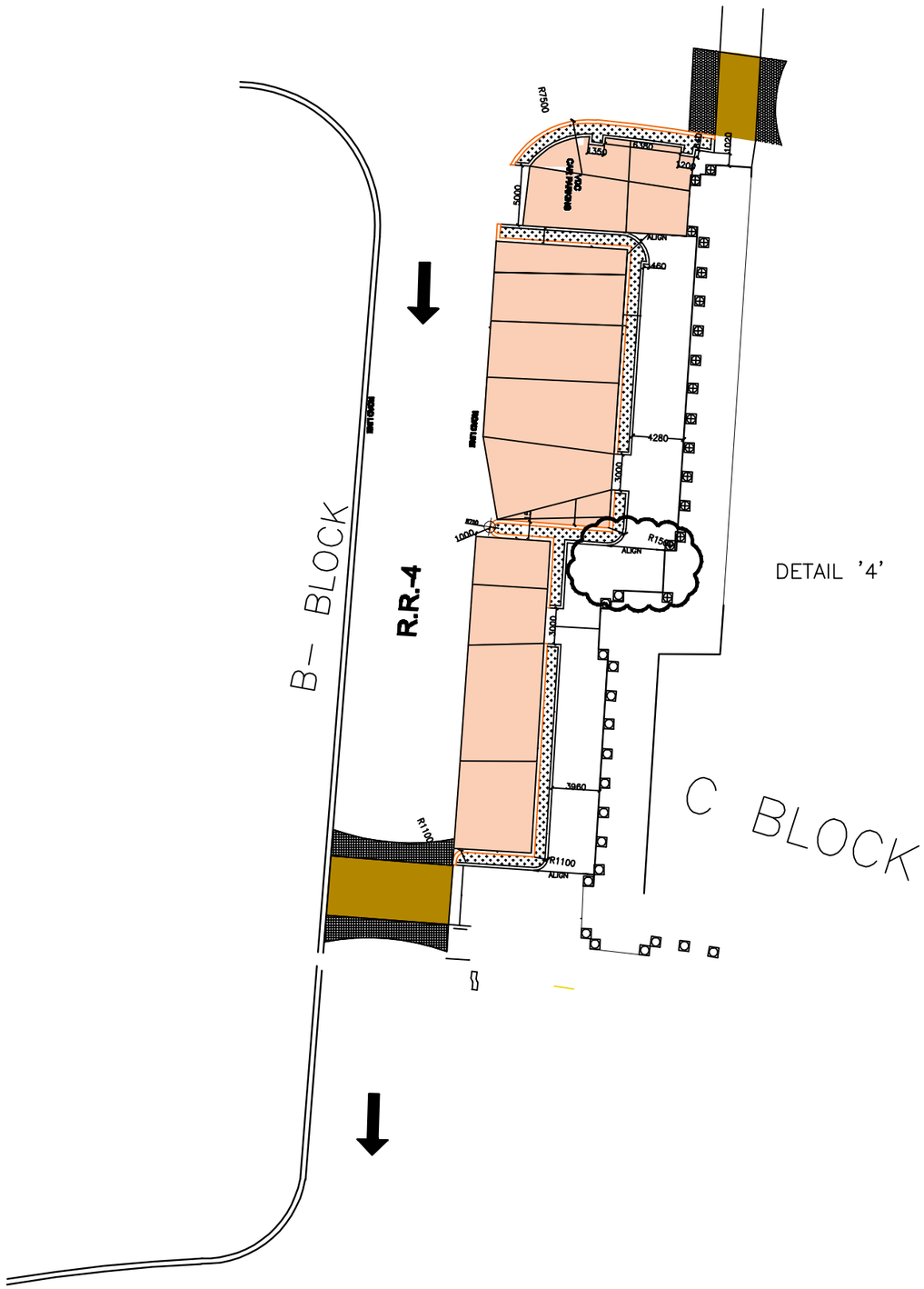
PARKING AREA= 291 SQM



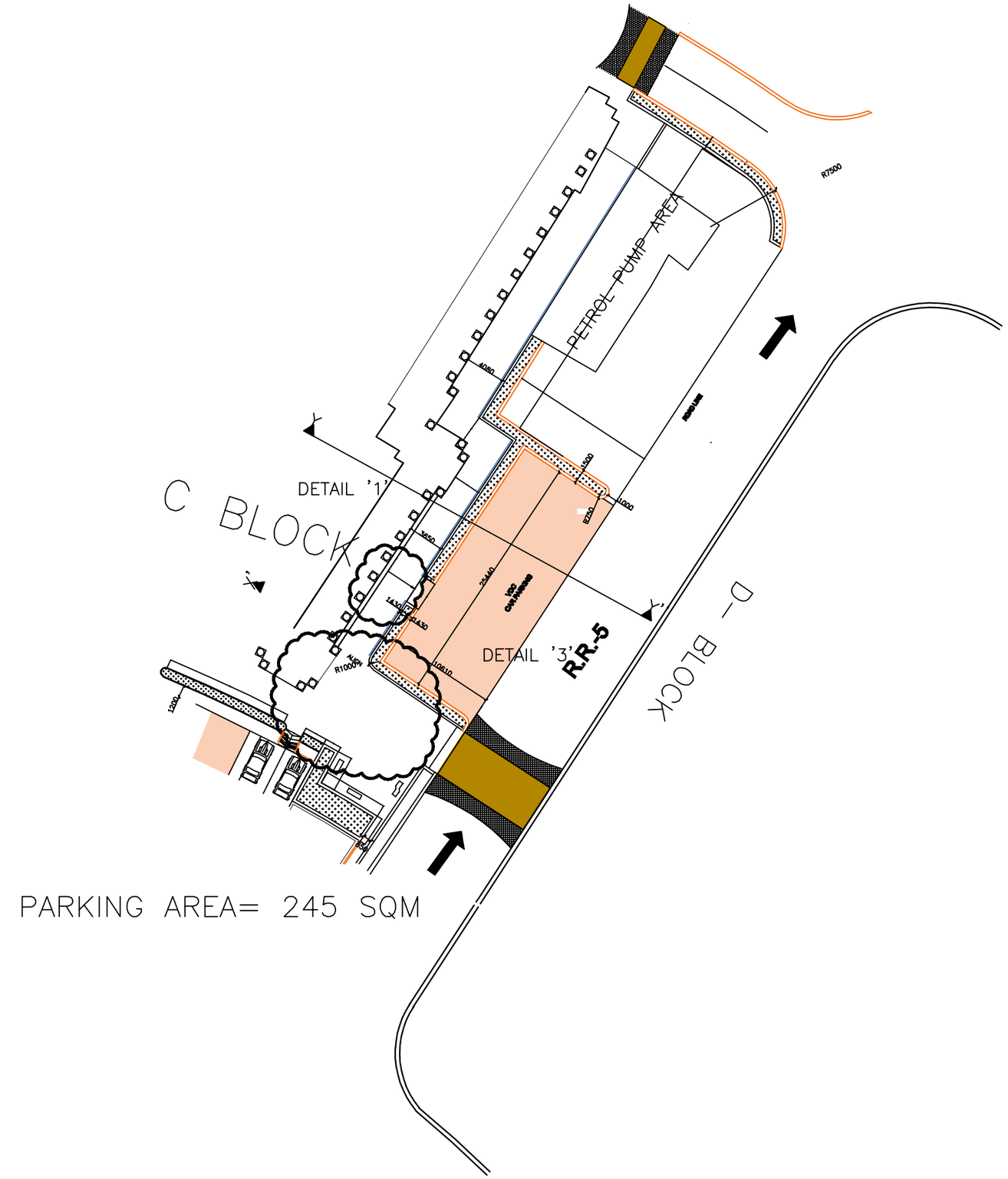
PARKING AREA= 2320 SQM

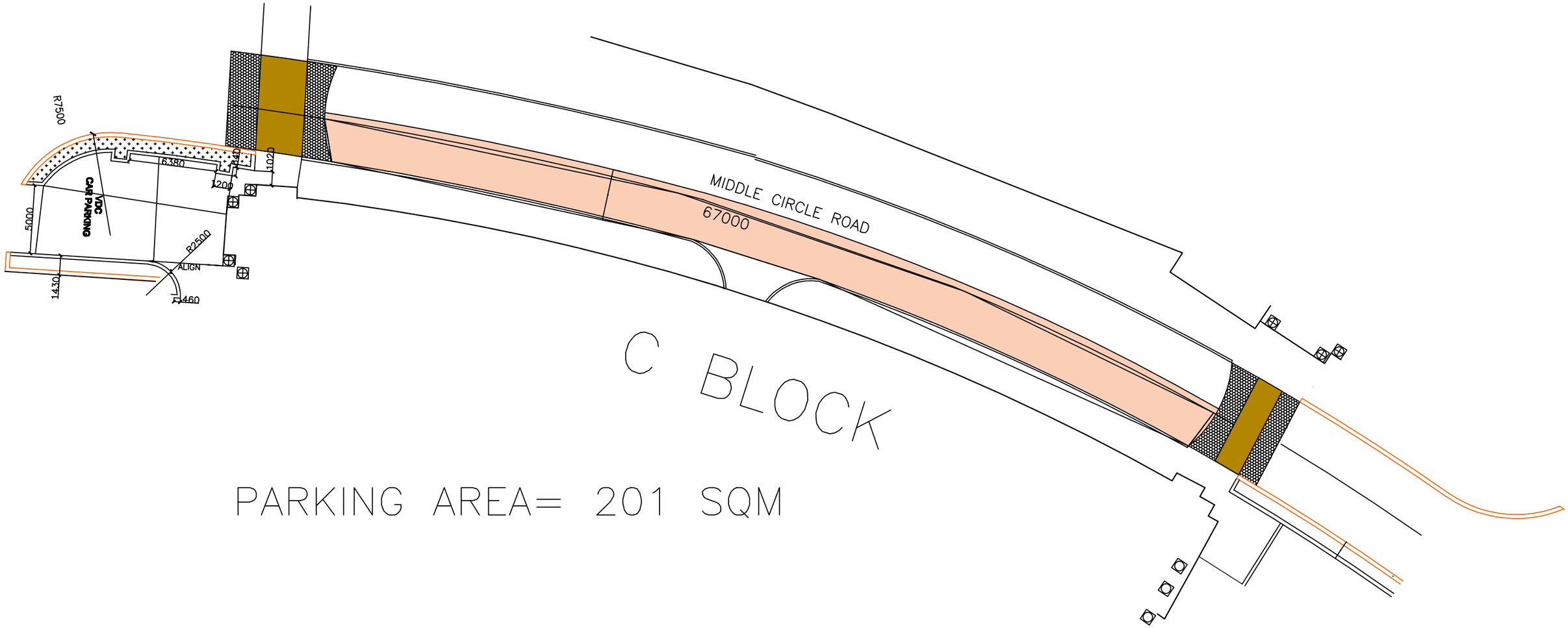


PARKING AREA= 1117 SQM



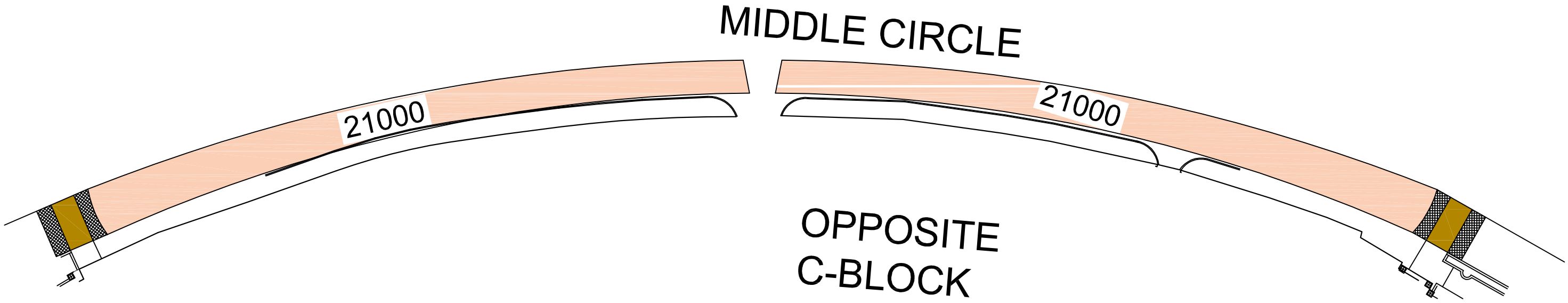
PARKING AREA= 483 SQM


PETROL PUMP AREA
R7500
DETAIL '1'
C BLOCK
DETAIL '3'
R.R.-5
D- BLOCK
R1000
PARKING AREA= 245 SQM



PARKING AREA= 201 SQM

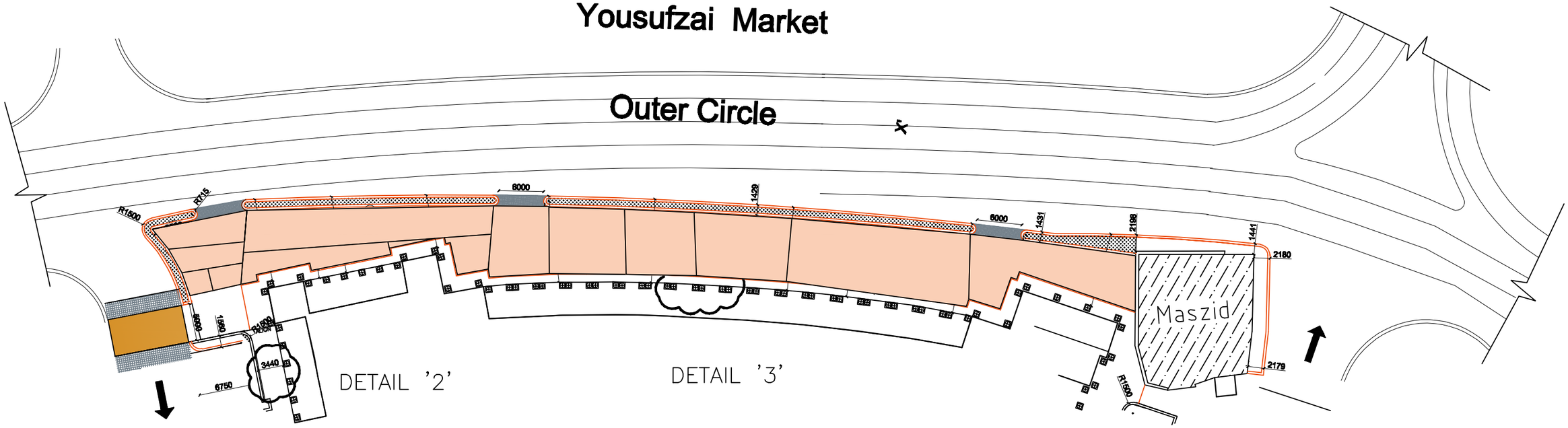
K-BLOCK MIDDLE CIRCLE



PARKING AREA= 126 SQM

K-BLOCK

Yousufzai Market

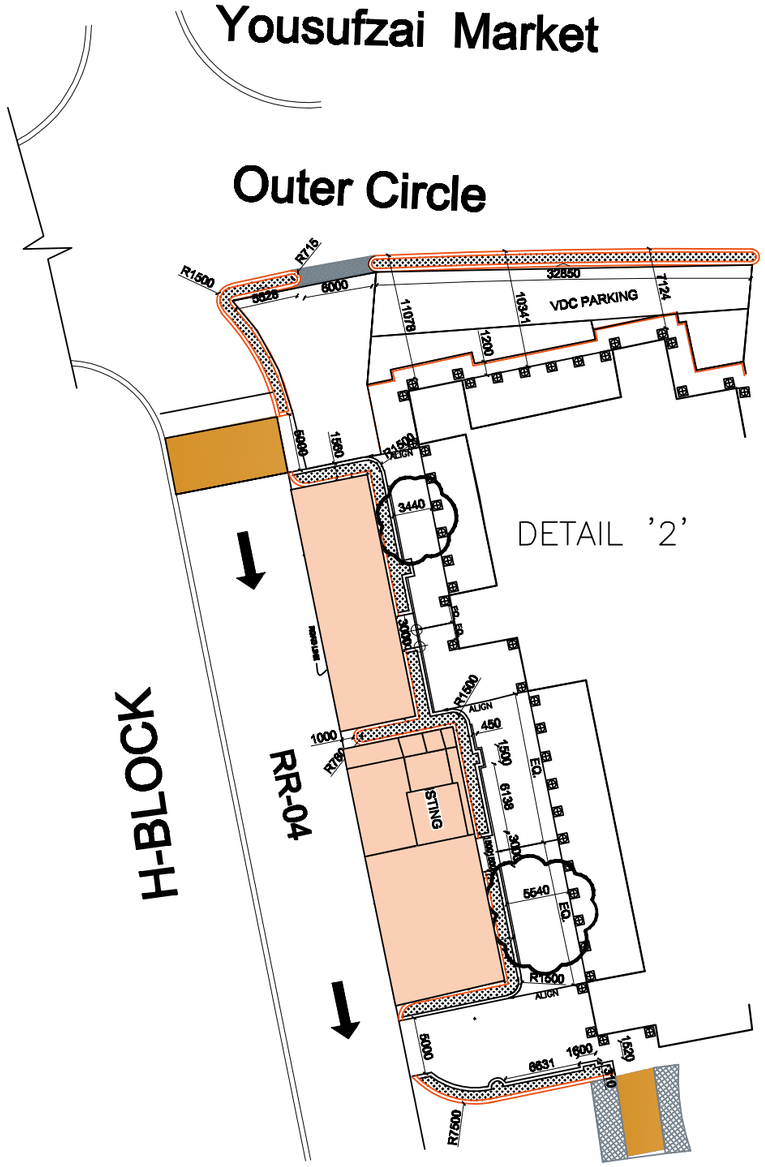


PARKING AREA= 976 SQM

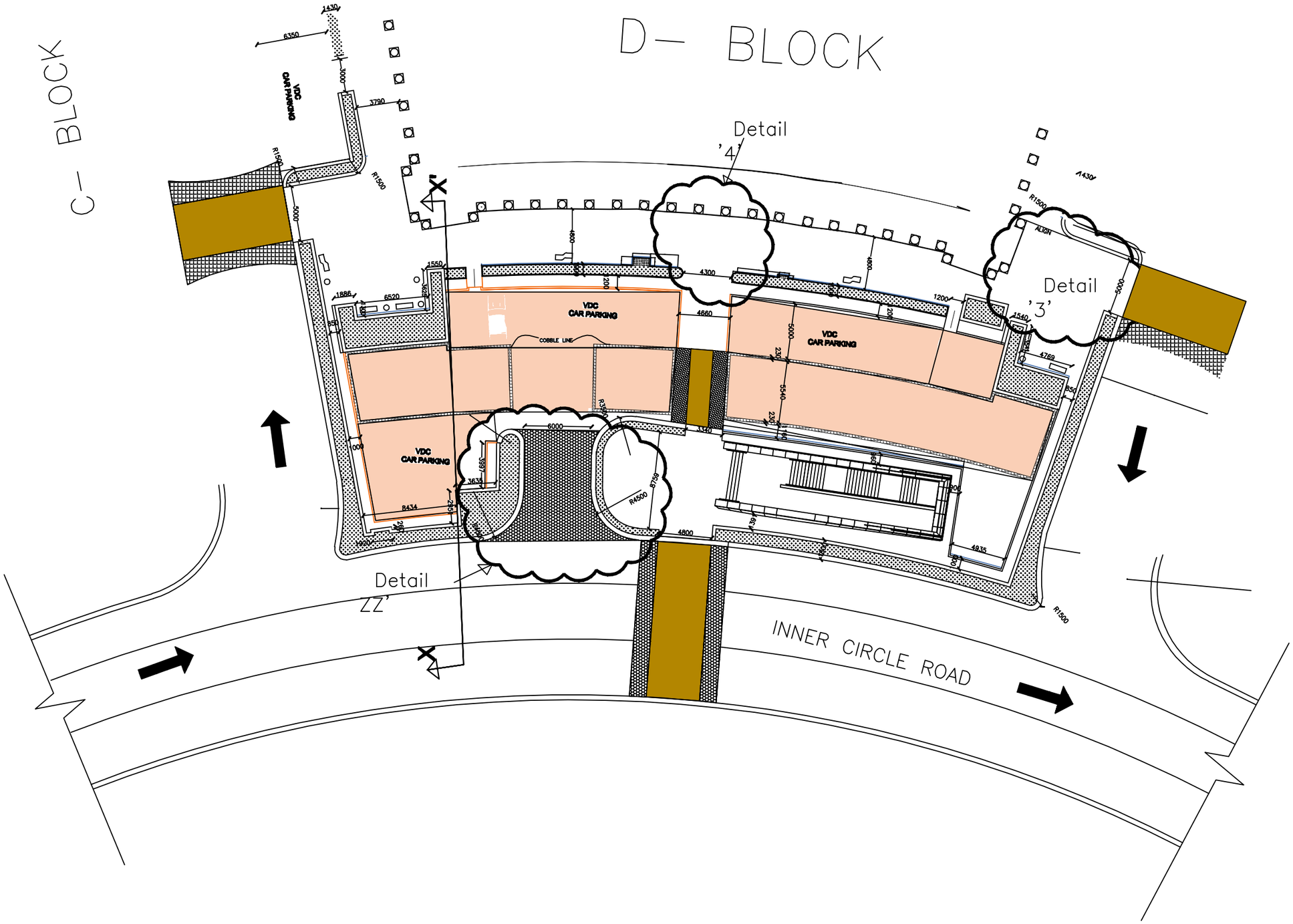
K-BLOCK

Yousufzai Market

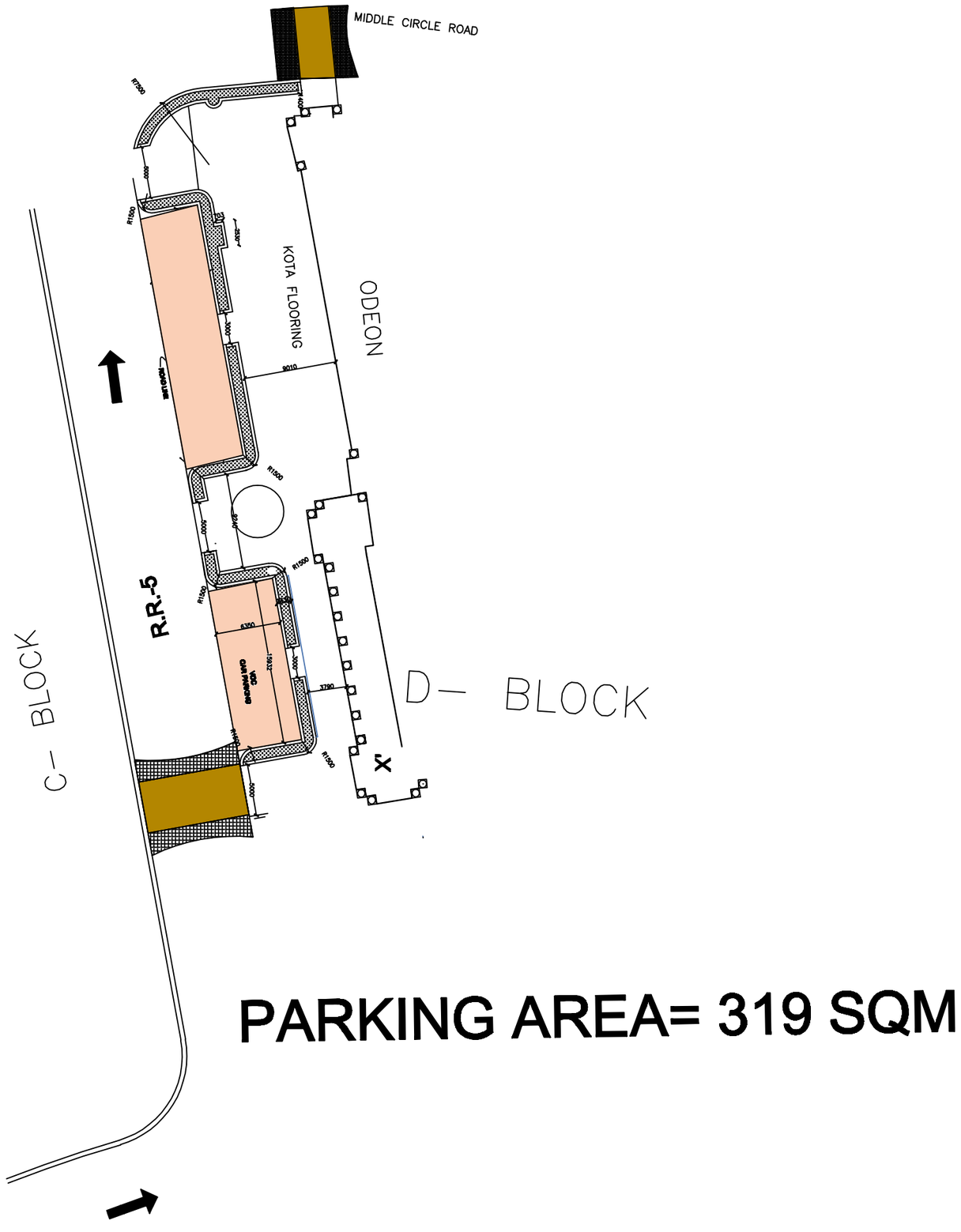
Outer Circle



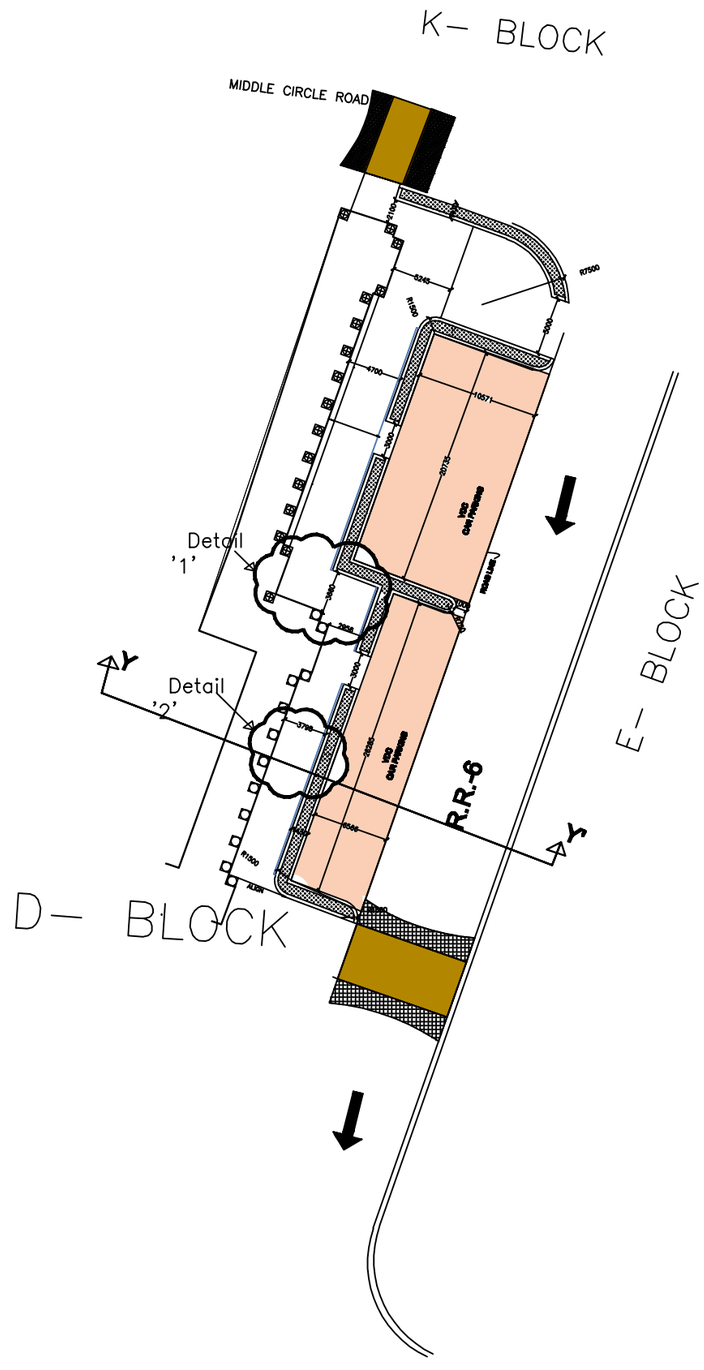
PARKING AREA= 410 SQM



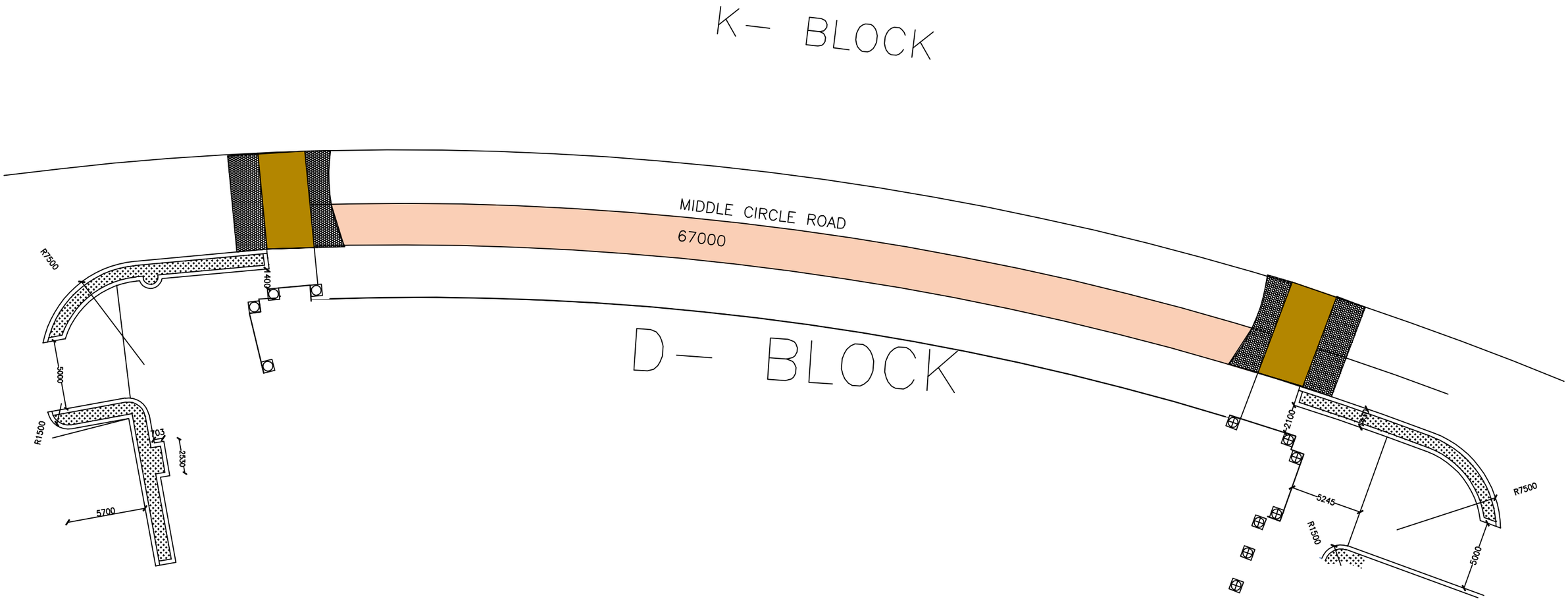
PARKING AREA= 724 SQM



PARKING AREA= 319 SQM

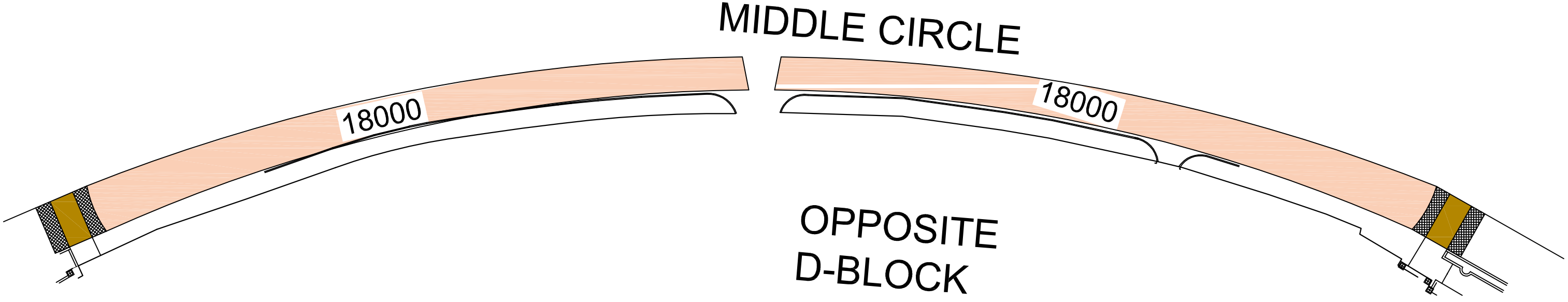


PARKING AREA= 479 SQM

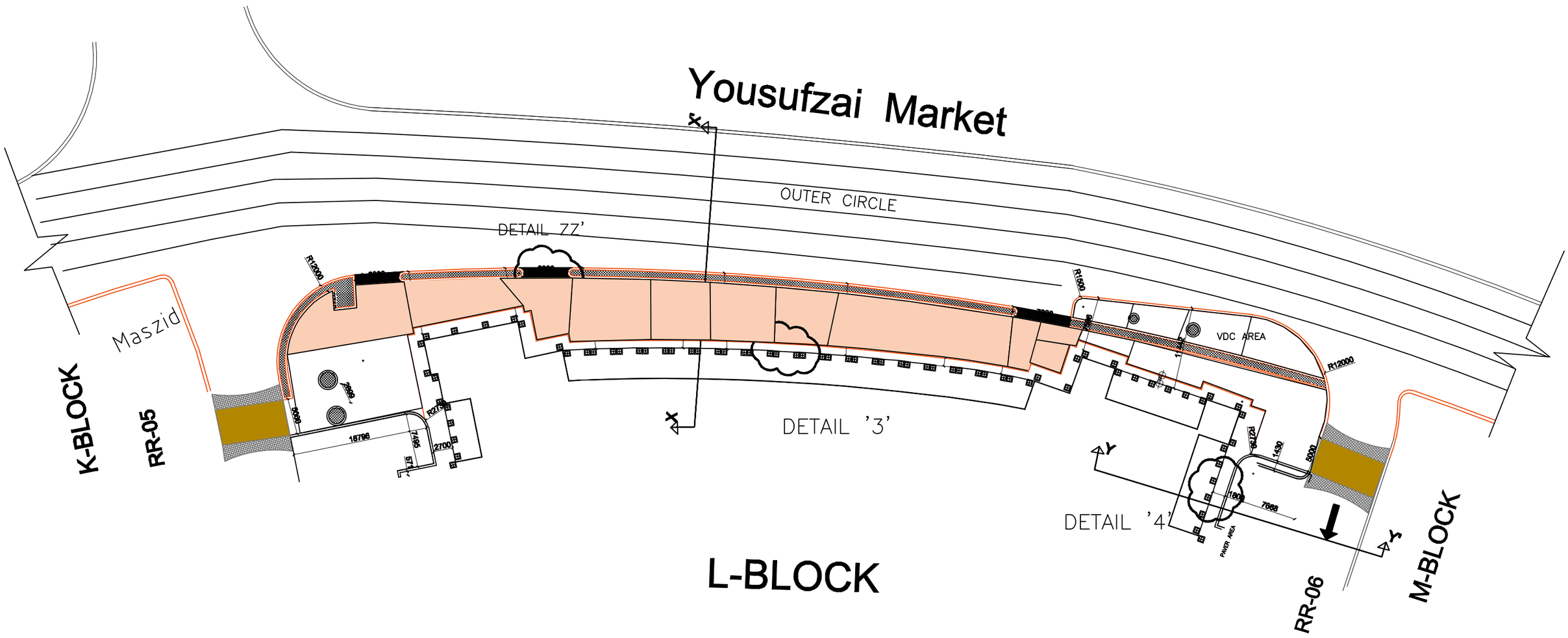


PARKING AREA= 201 SQM

L-BLOCK MIDDLE CIRCLE

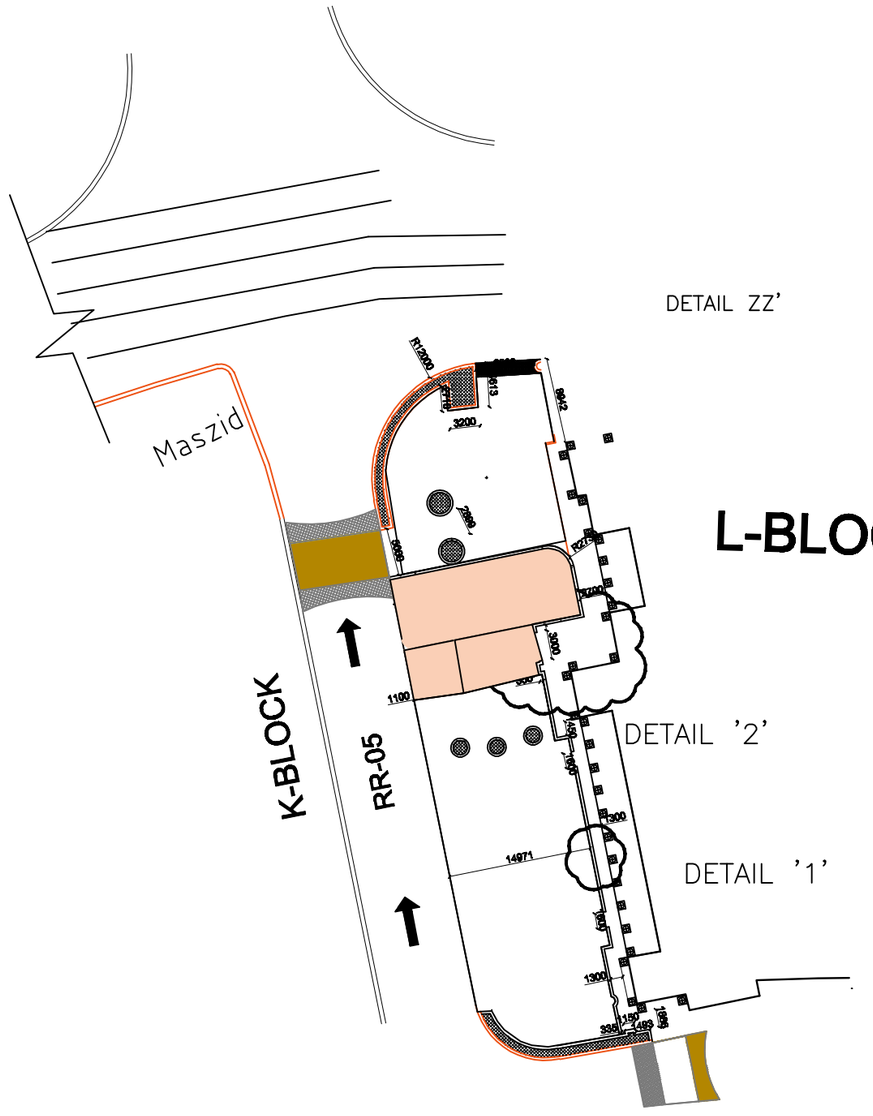


PARKING AREA= 108 SQM

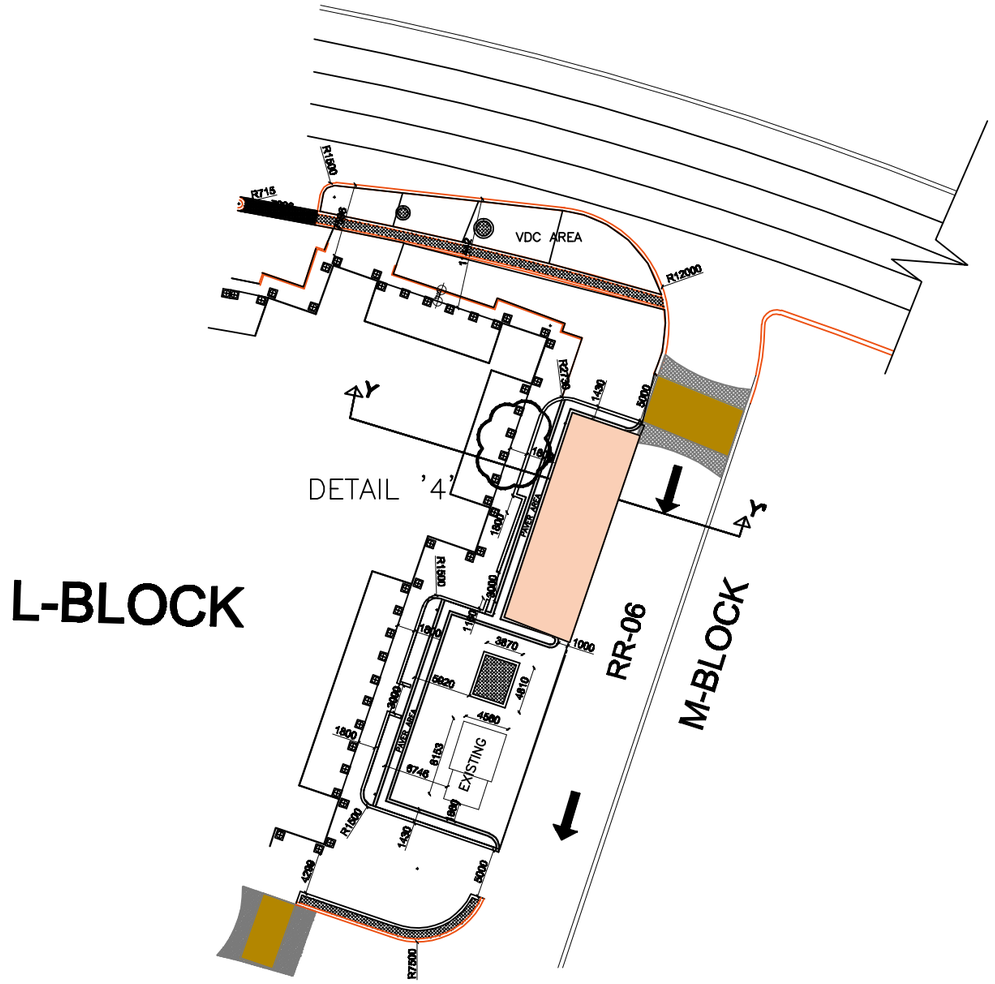


L-BLOCK

PARKING AREA= 1159 SQM

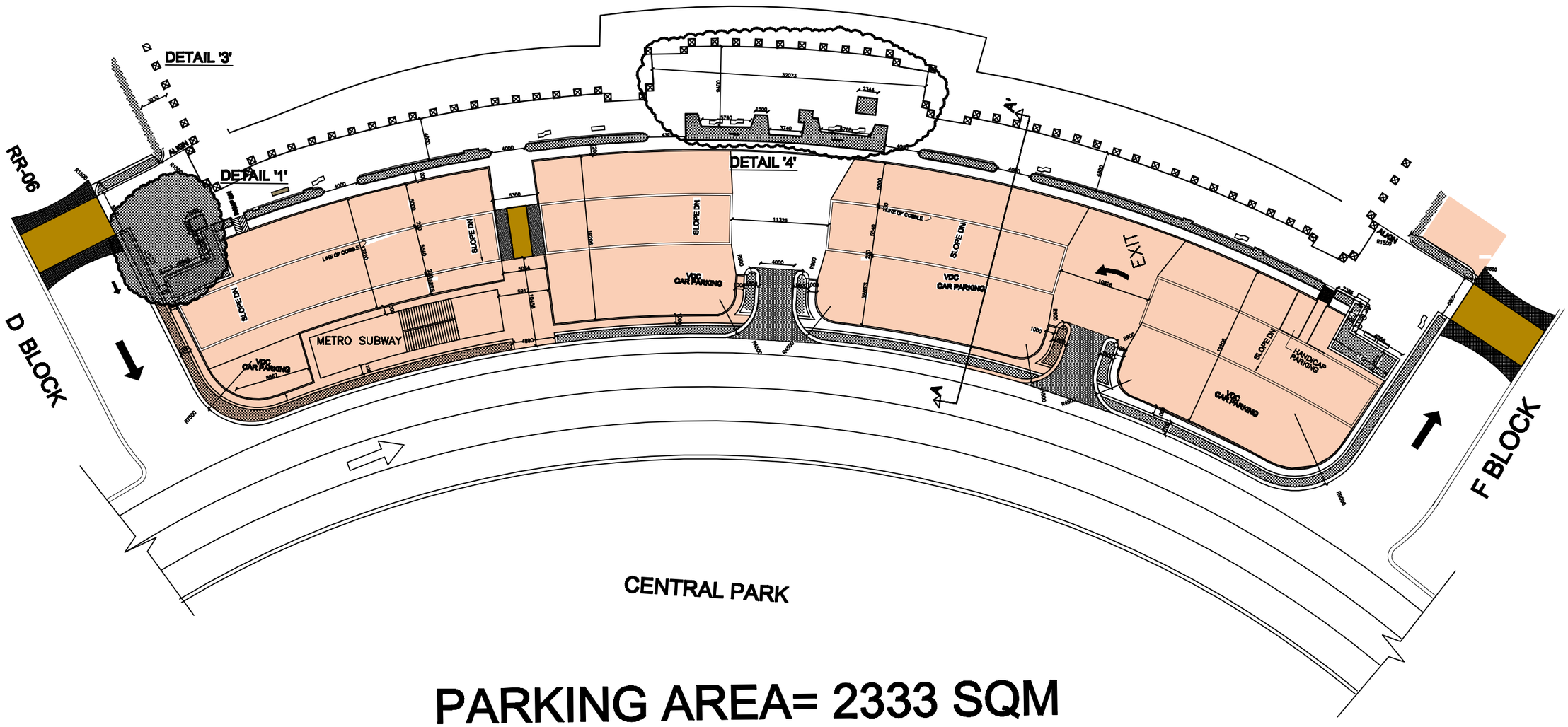


PARKING AREA= 422 SQM

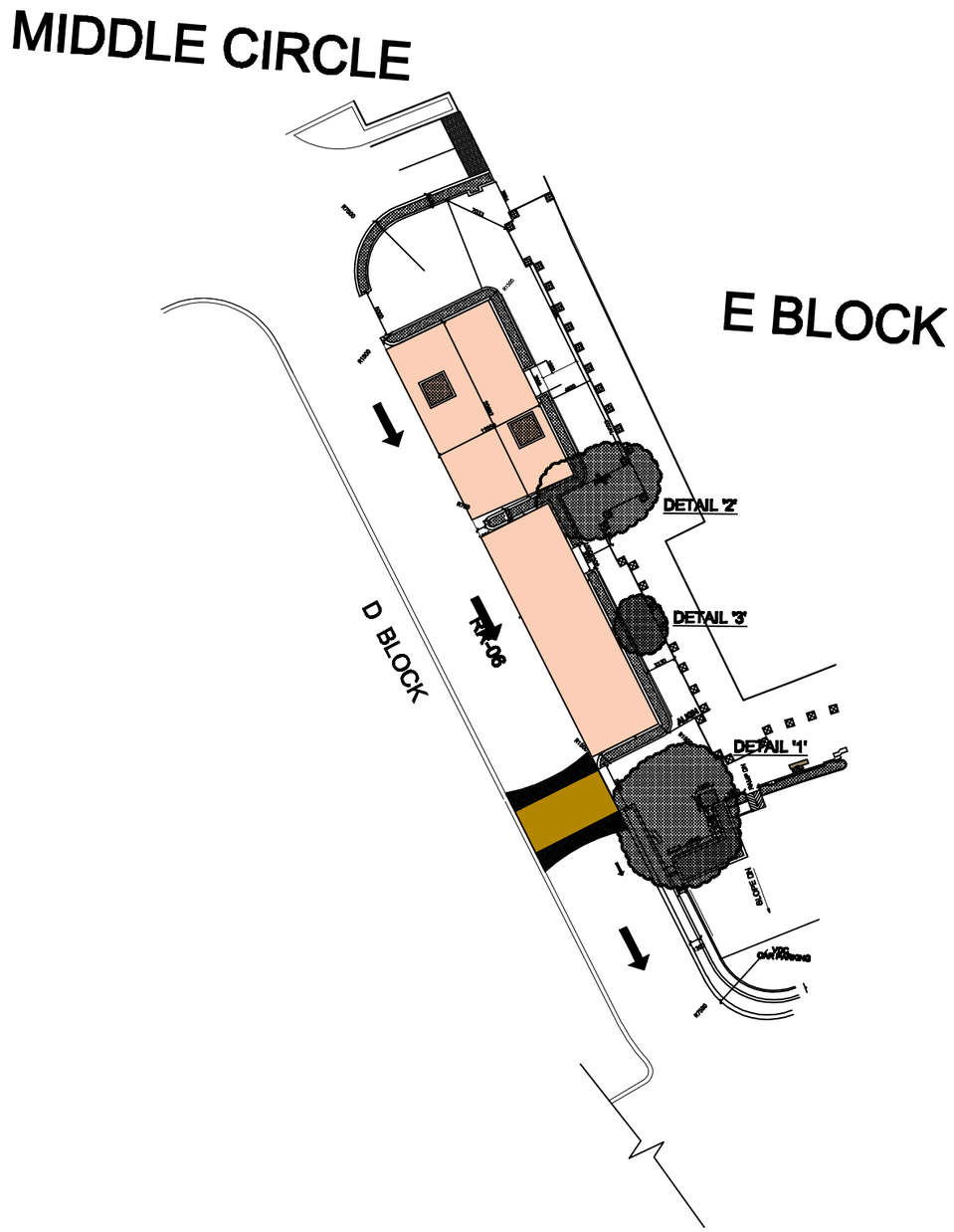


PARKING AREA= 427 SQM

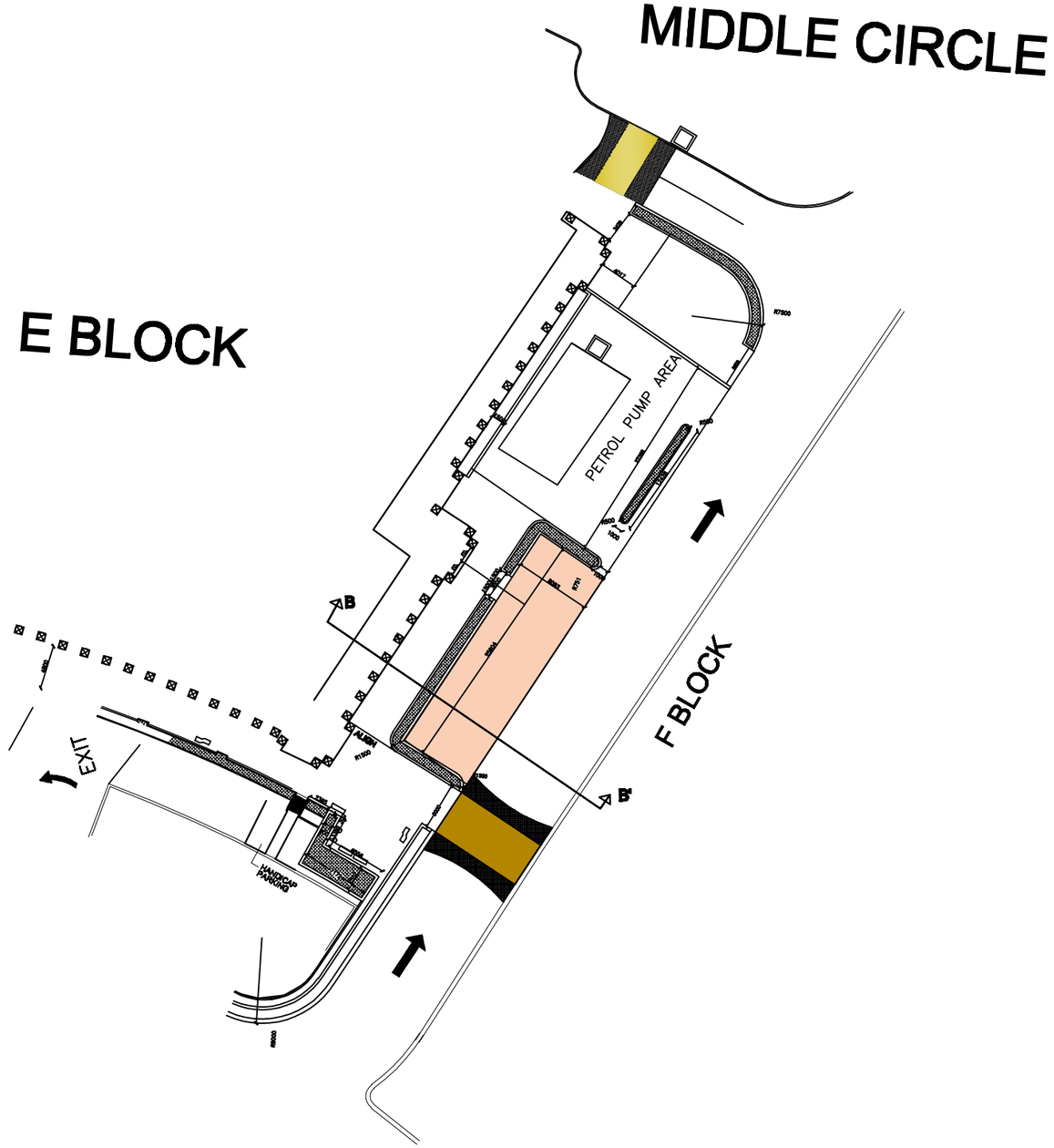
E BLOCK



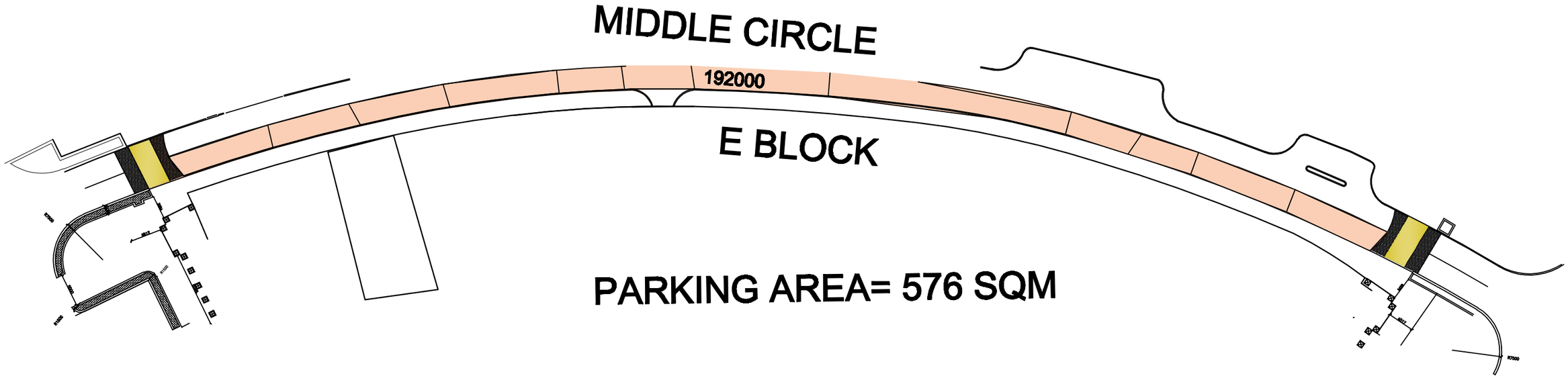
PARKING AREA= 2333 SQM



PARKING AREA= 581 SQM

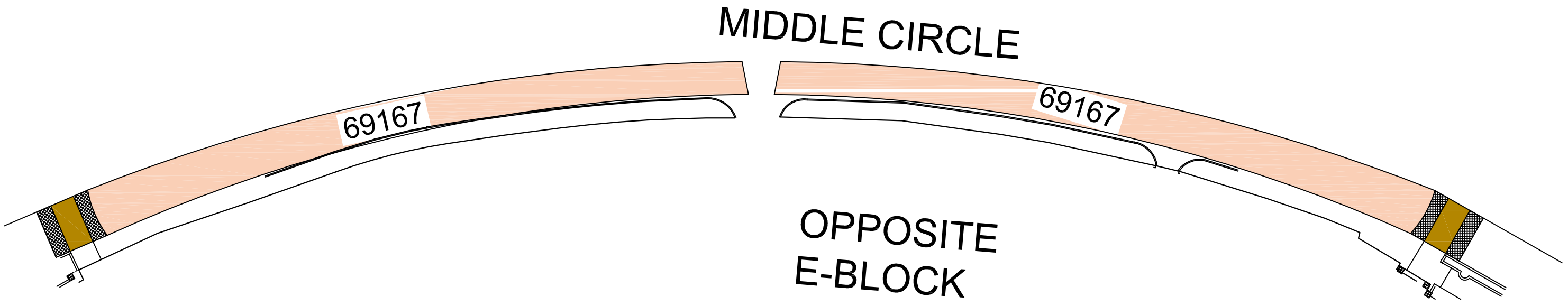


PARKING AREA= 164 SQM

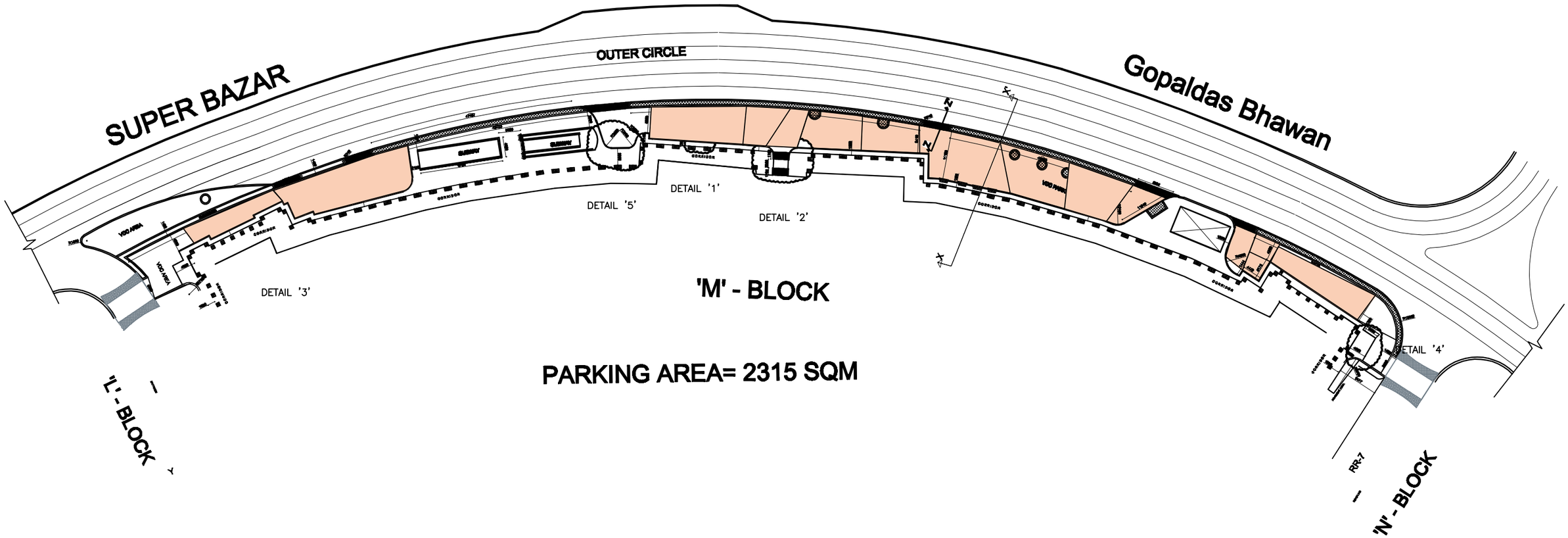


PARKING AREA= 576 SQM

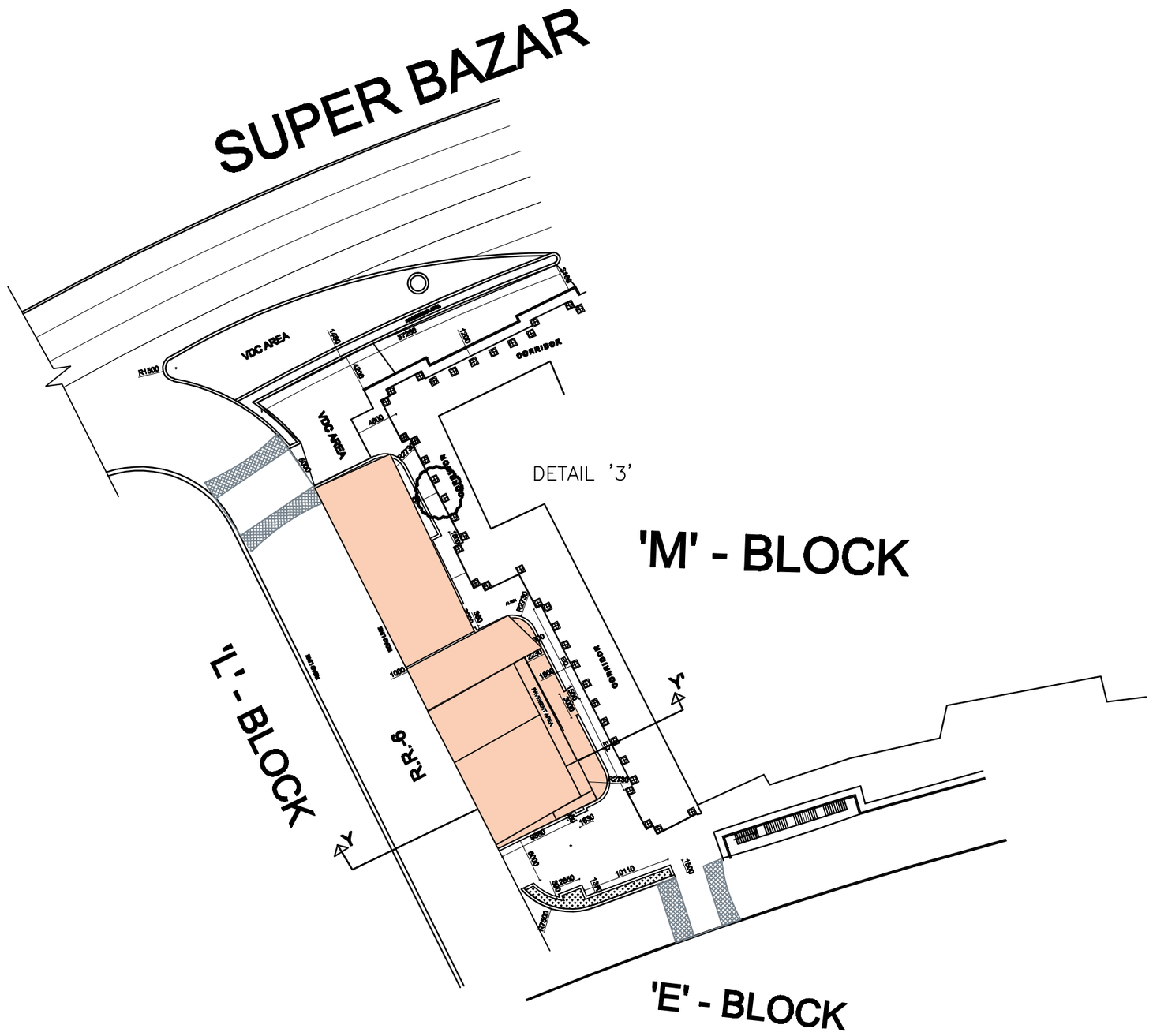
M-BLOCK MIDDLE CIRCLE



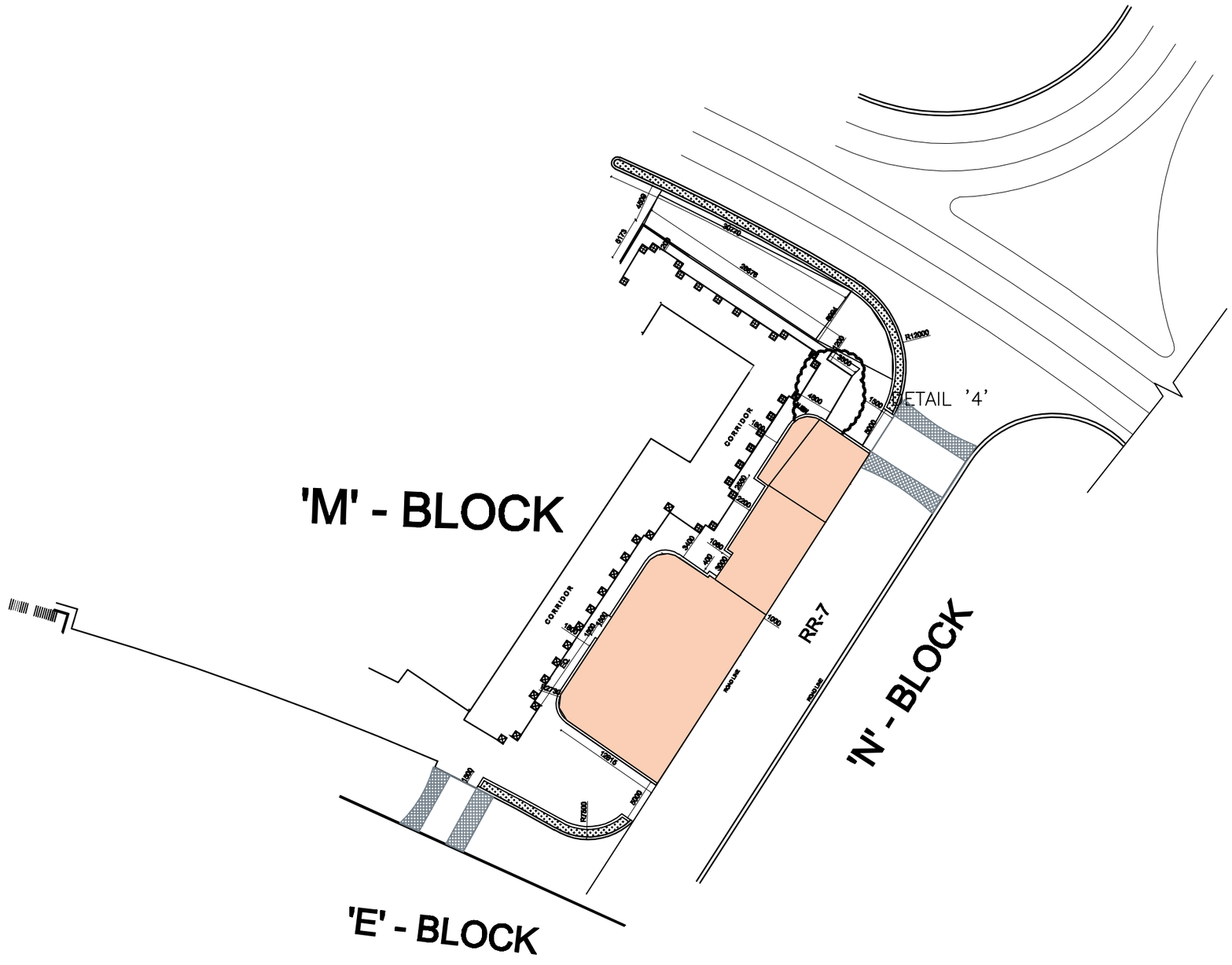
PARKING AREA= 415 SQM



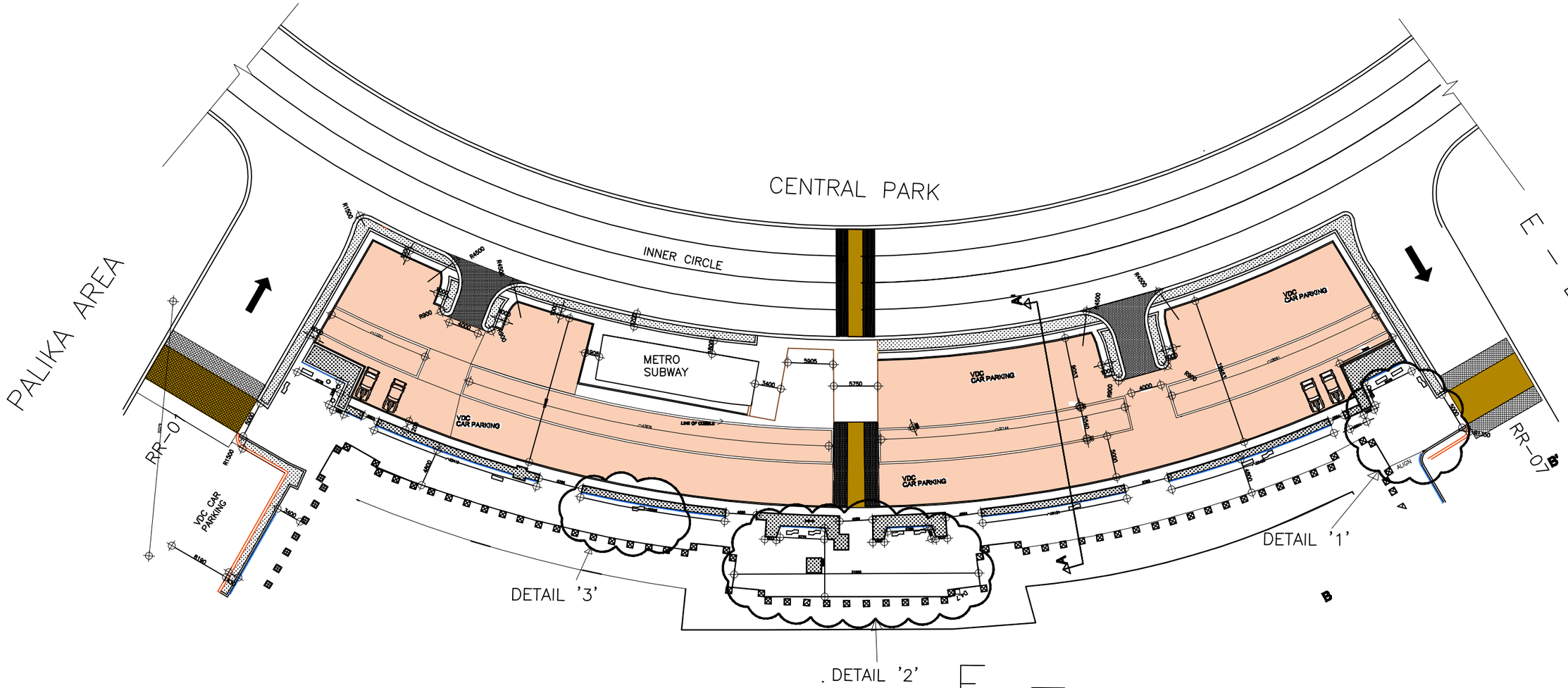
PARKING AREA= 2315 SQM



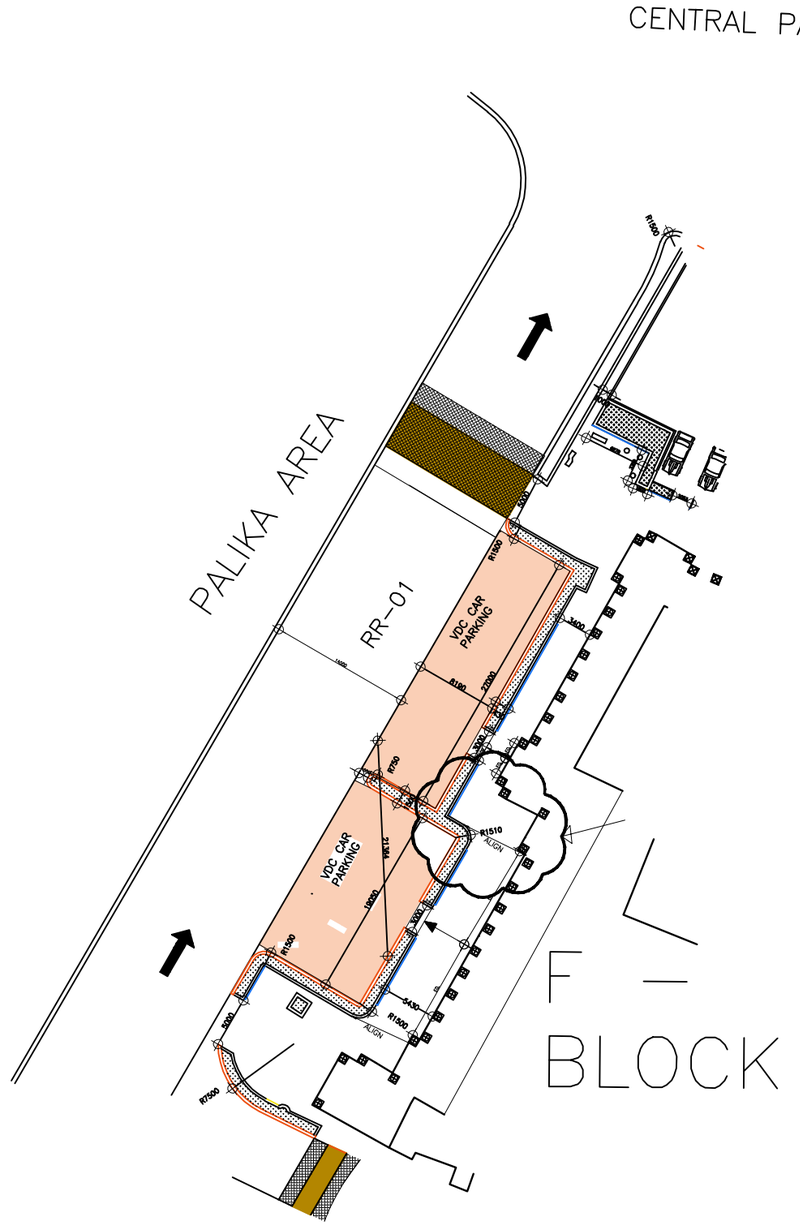
PARKING AREA= 578 SQM



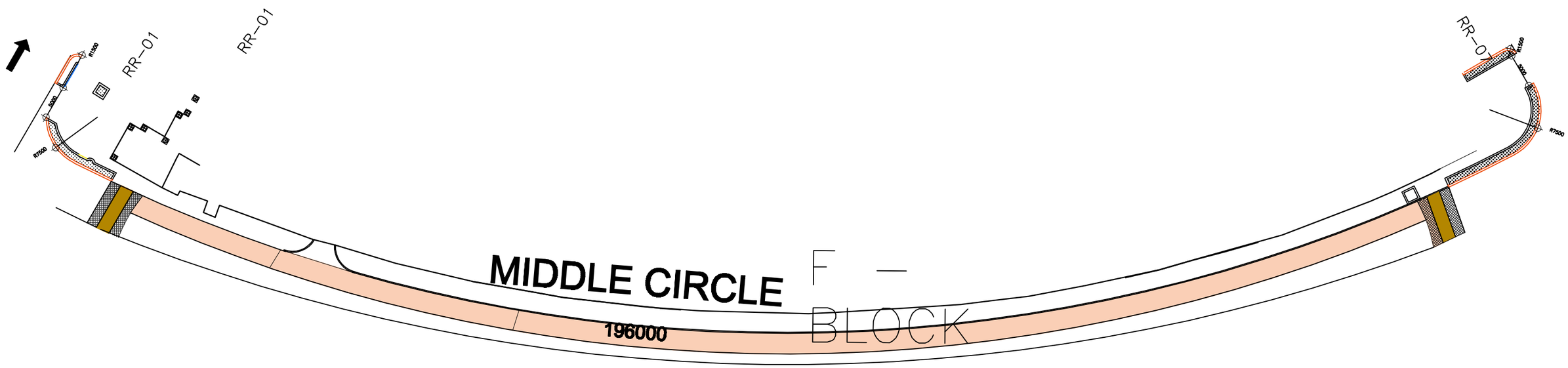
PARKING AREA= 609 SQM



PARKING AREA= 1993 SQM

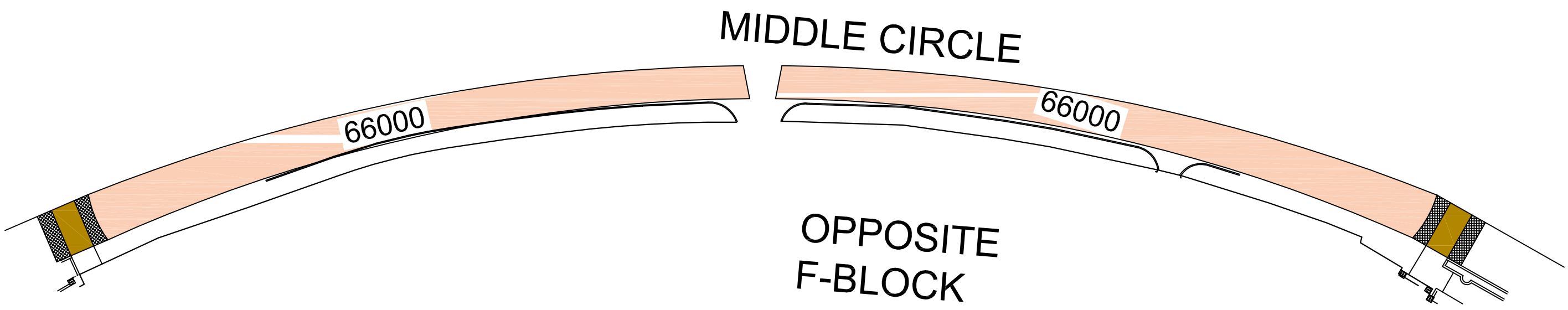


PARKING AREA= 406 SQM

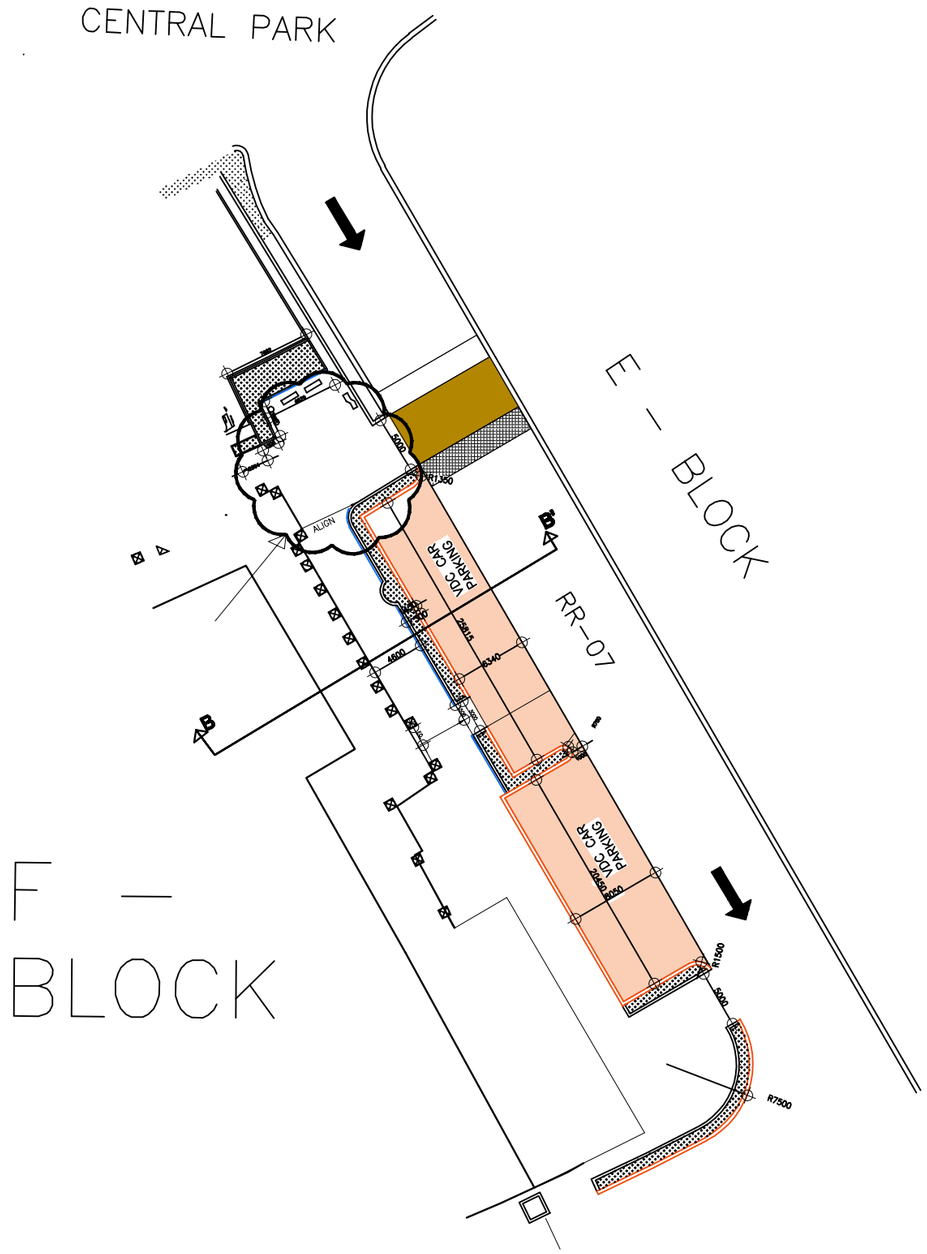


PARKING AREA= 588 SQM

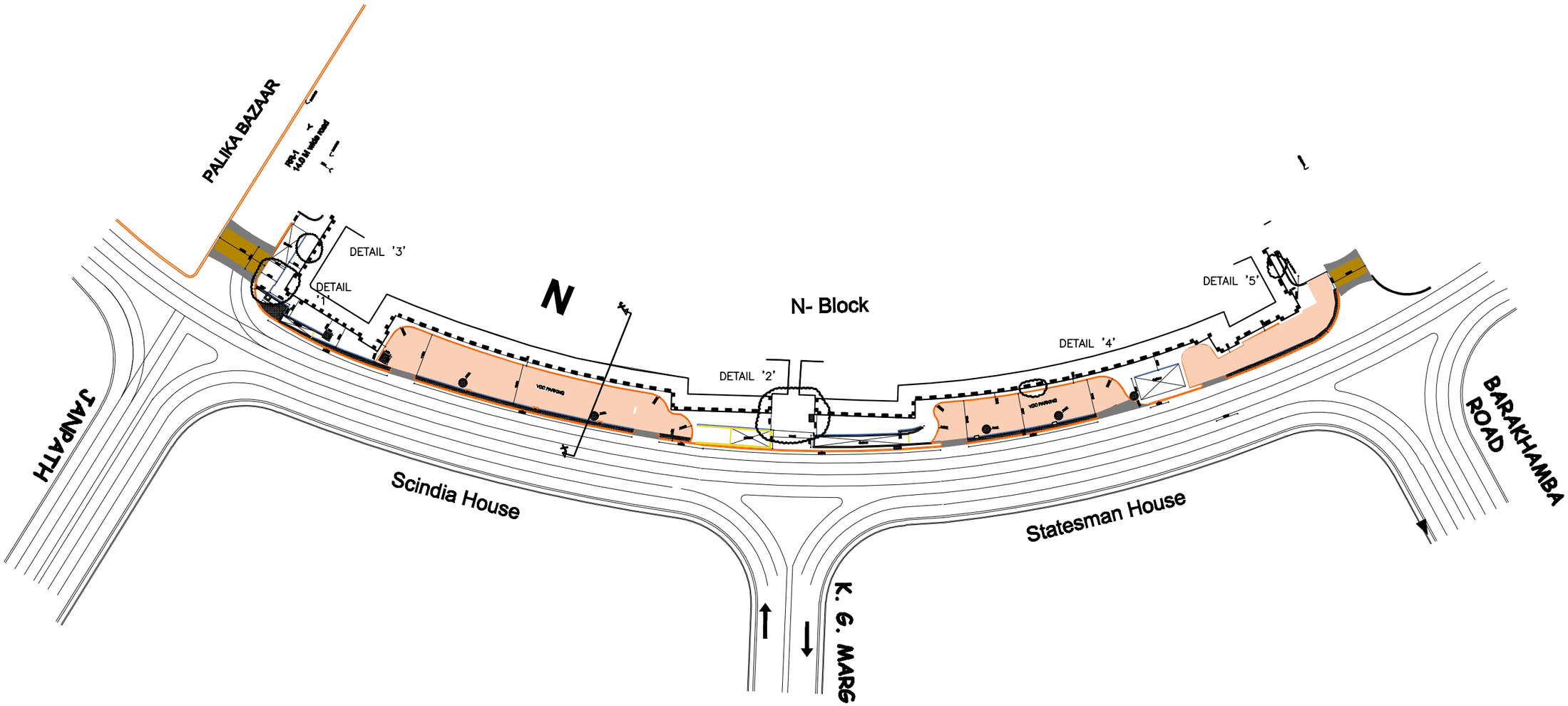
N-BLOCK MIDDLE CIRCLE



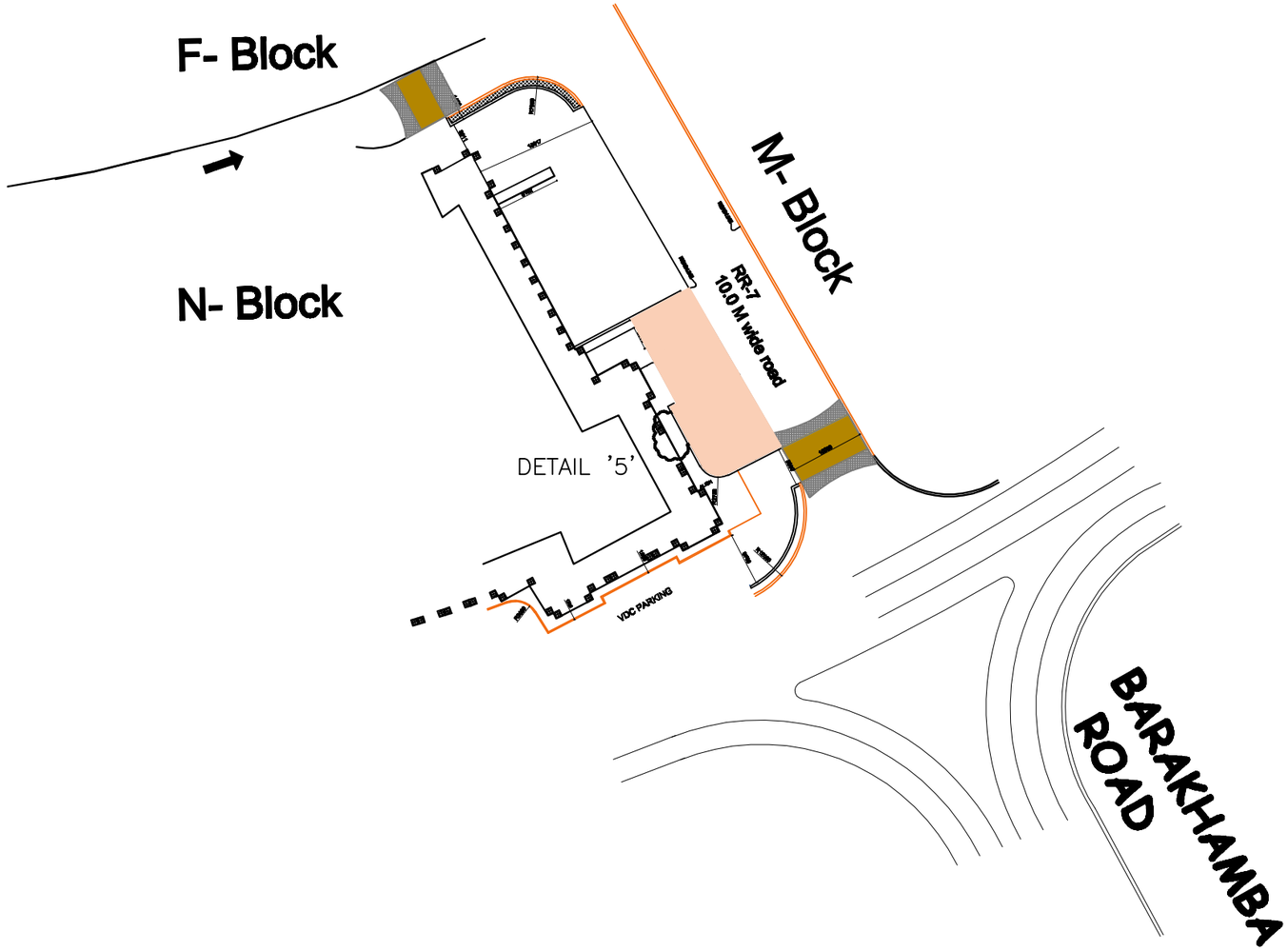
PARKING AREA= 396 SQM



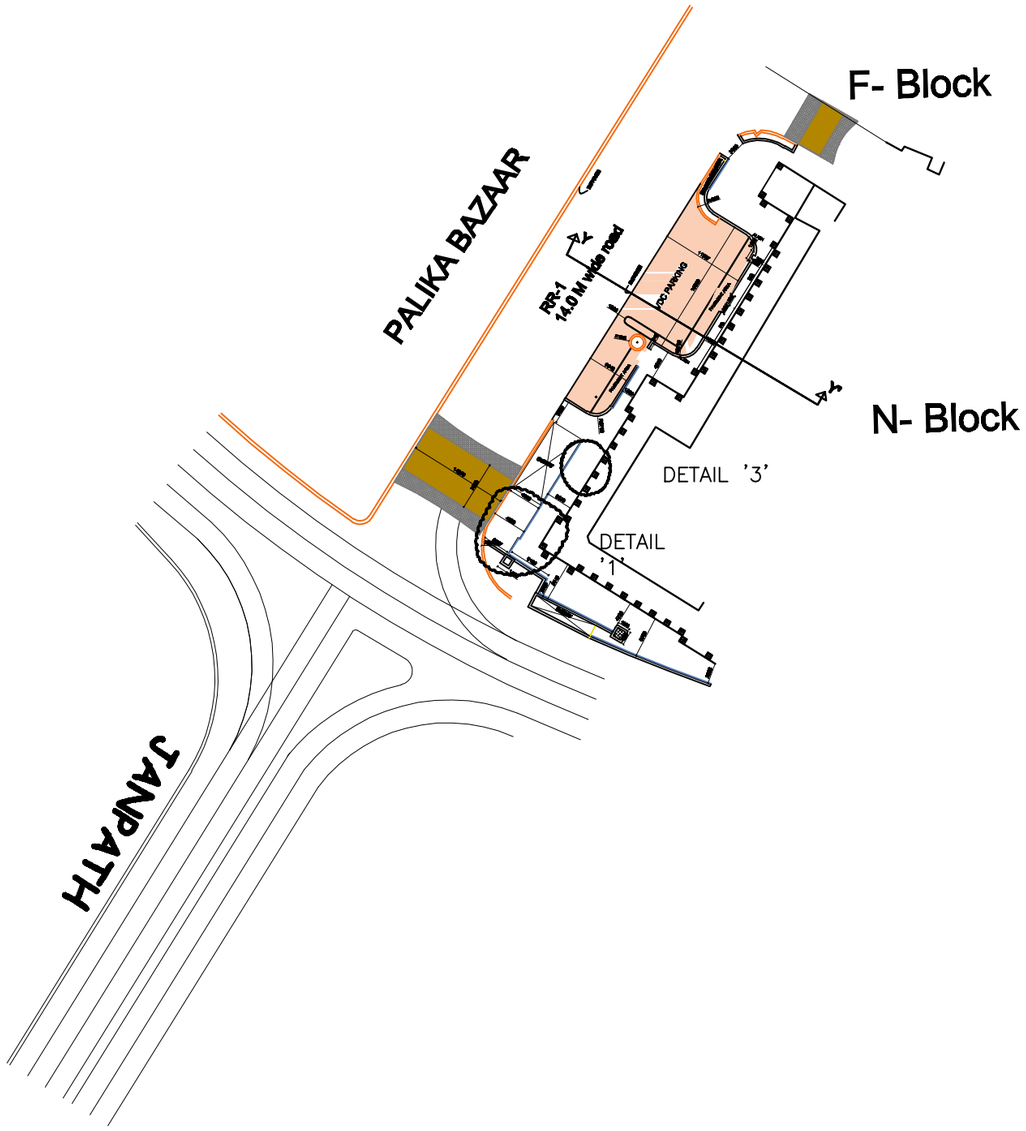
PARKING AREA= 406 SQM



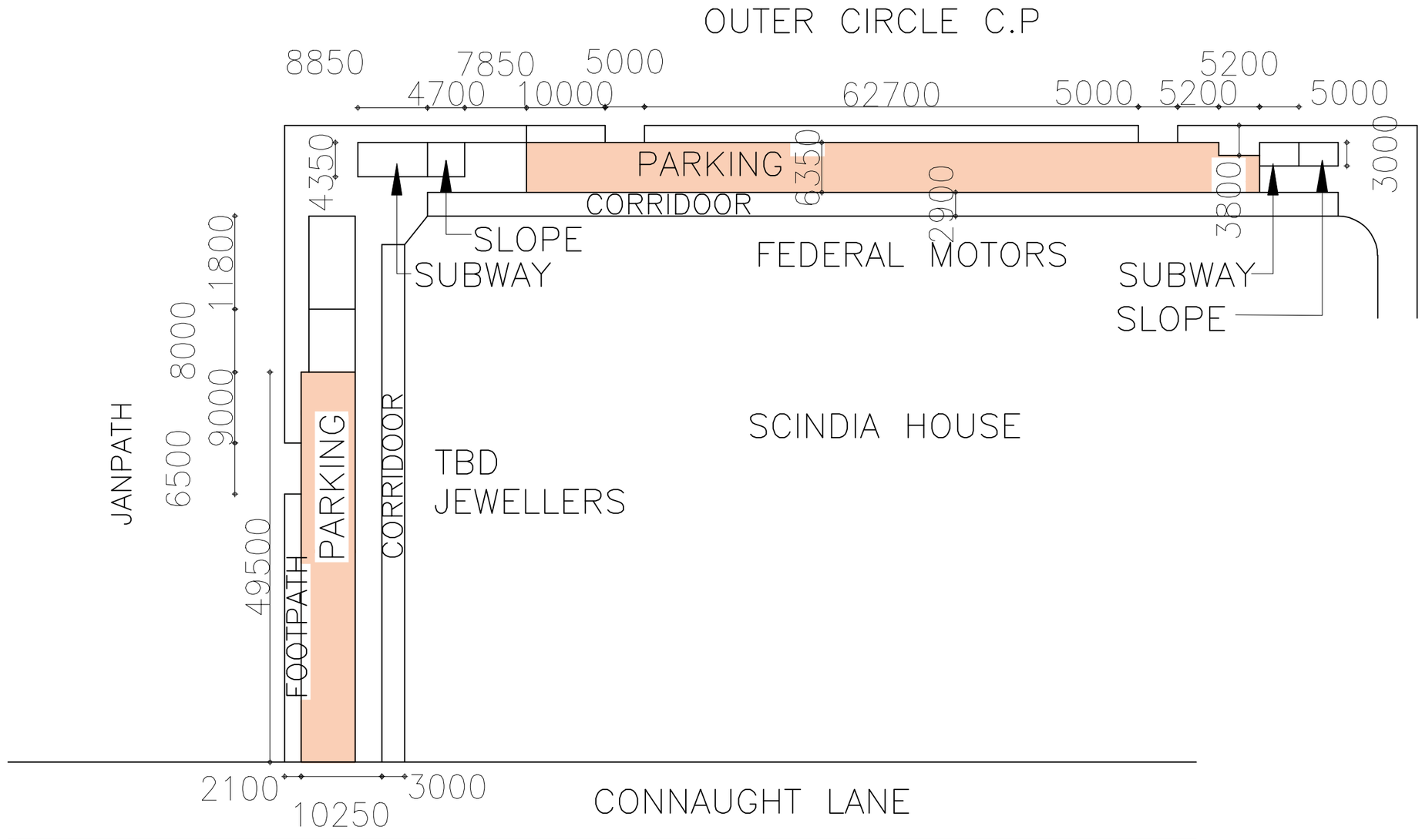
PARKING AREA= 1742 SQM



PARKING AREA= 209 SQM



PARKING AREA= 295 SQM

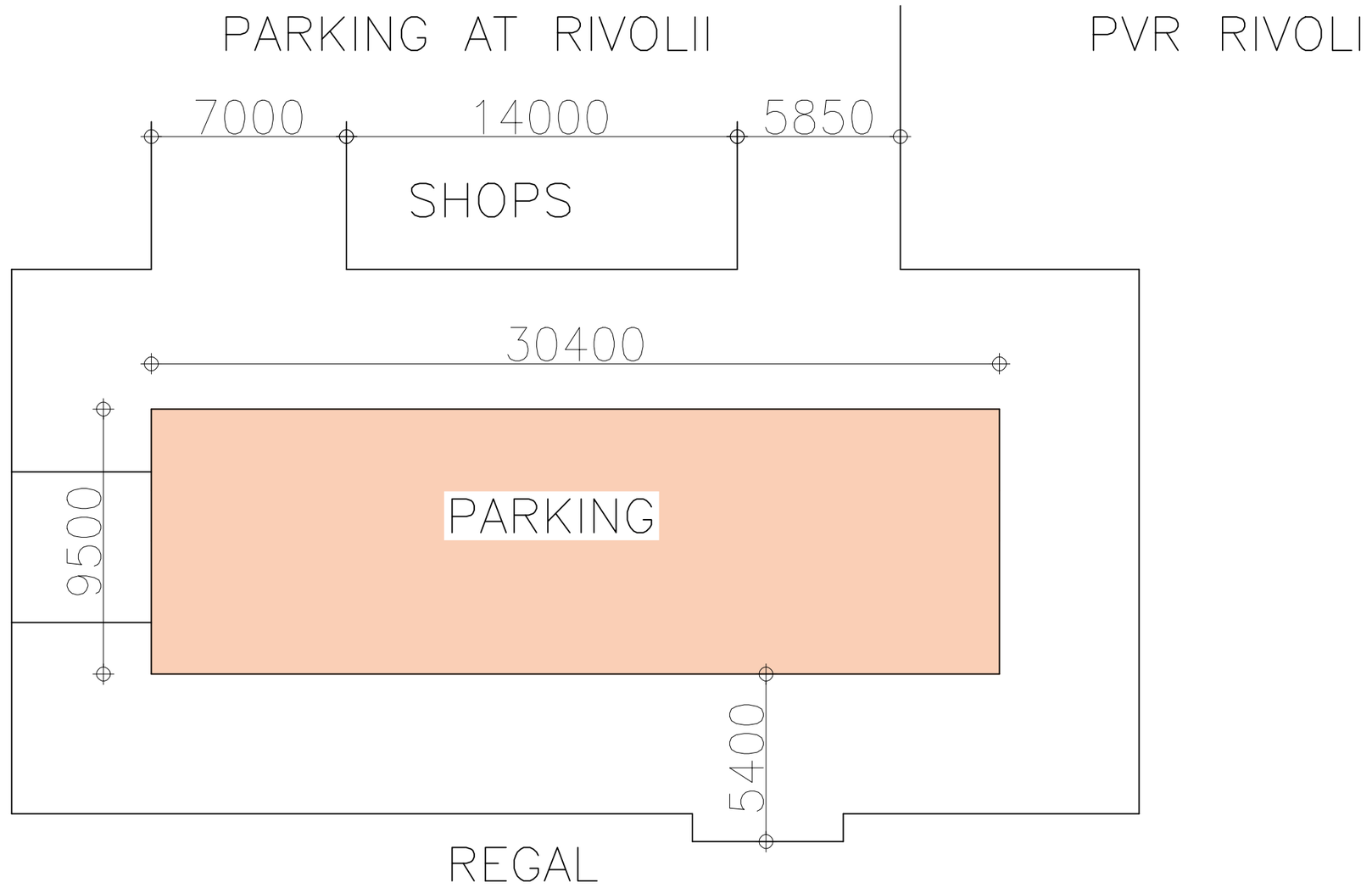


DRG.NOT TO SCALE

PARKING AREA

PARKING AREA FEDERAL MOTORS=633.00SQM

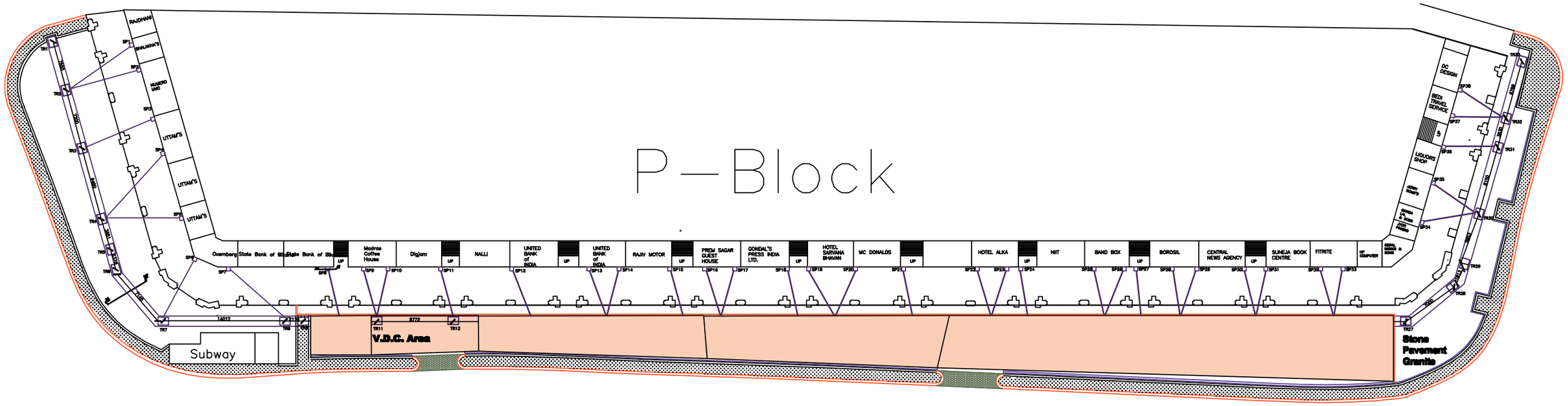
PARKING AREA TBD JEWELLERS=488.00SQM



DRG.NOT TO SCALE

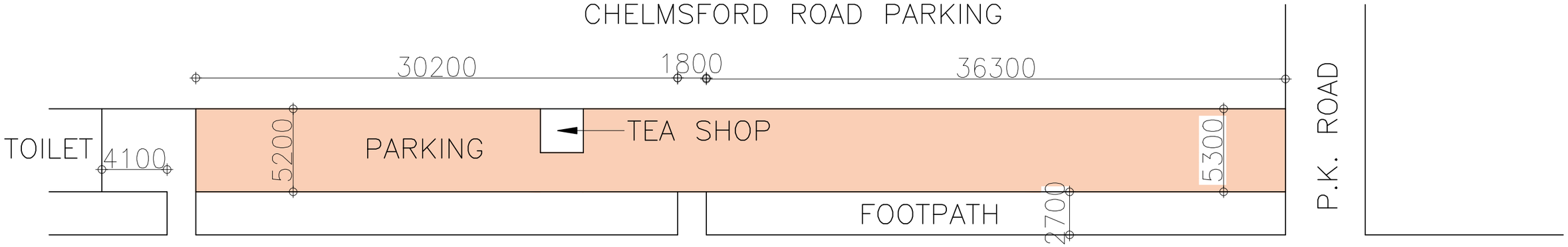
PARKING AREA

TOTAL PARKING AREA=289.00SQM



PARKING AREA= 508 SQM

CHELMSFORD ROAD PARKING



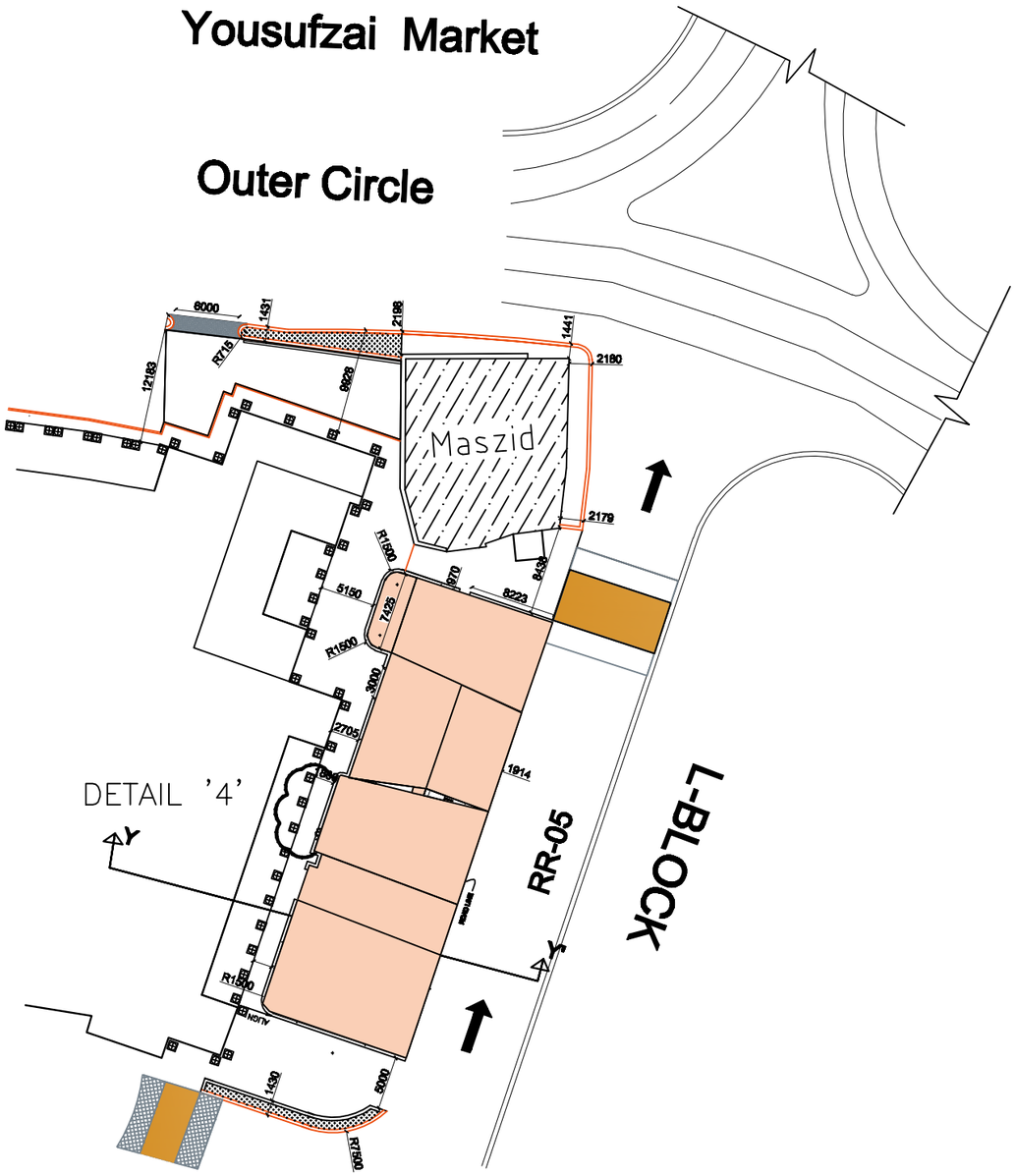
OUTER CIRCLE CP

H. BLOCK CP

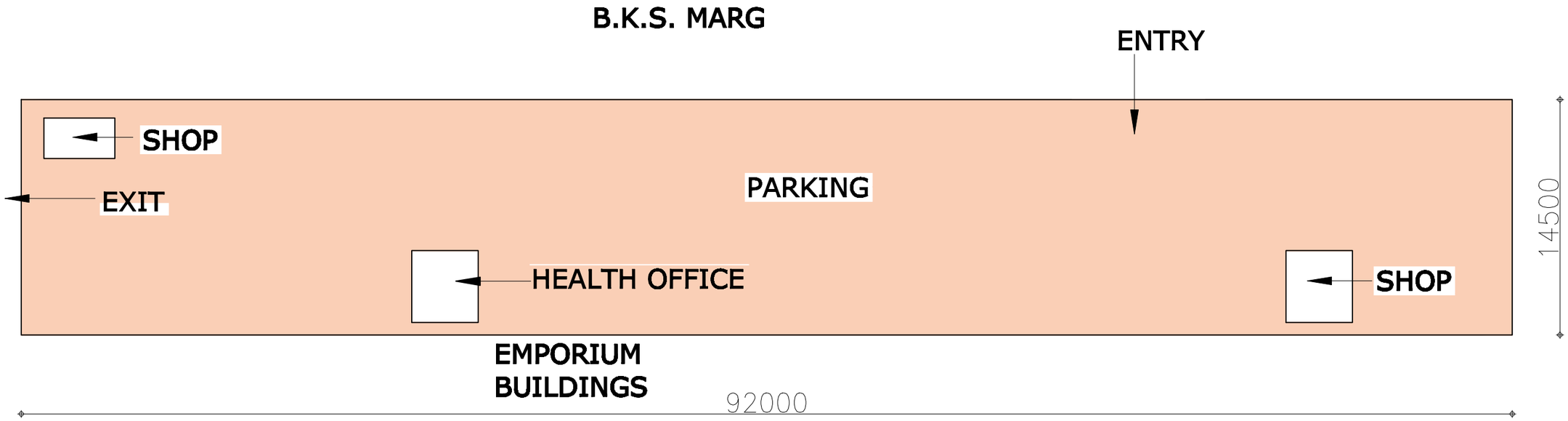
DRG.NOT TO SCALE

PARKING AREA

TOTAL PARKING AREA=349.00SQM



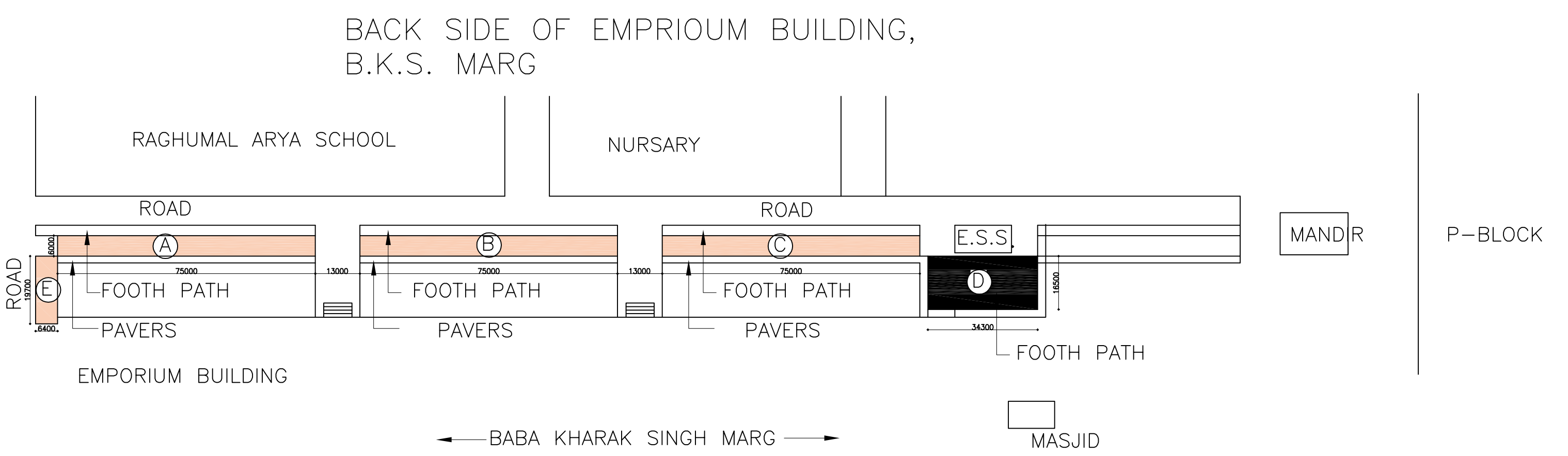
PARKING AREA= 645 SQM



PARKING AREA = 1113.8 SQM

EMPORIUM
PARKING

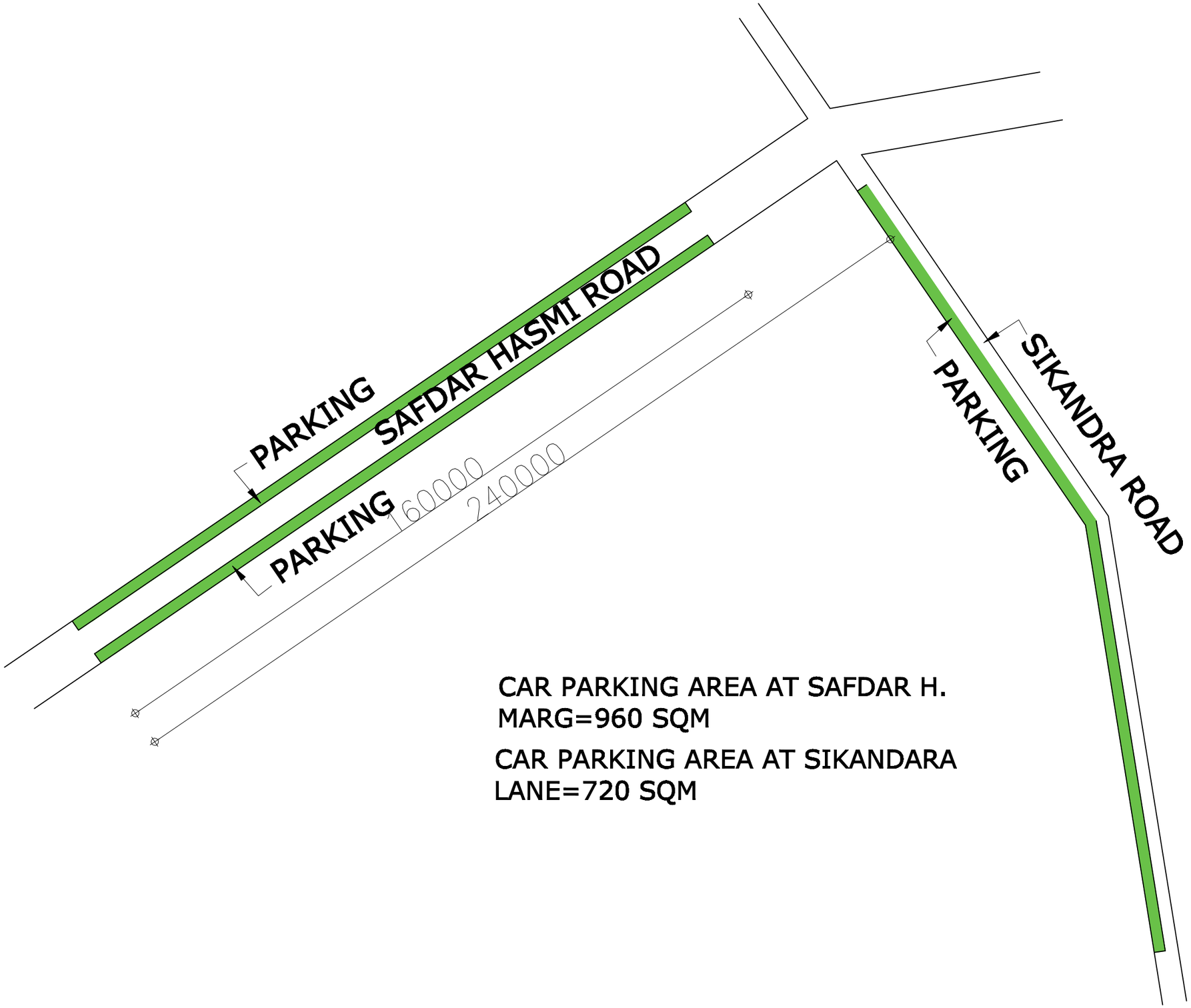
PARKING B.K.S.MARG IN FRONT OF EMPORIUM BUILDING



PARKING AREA

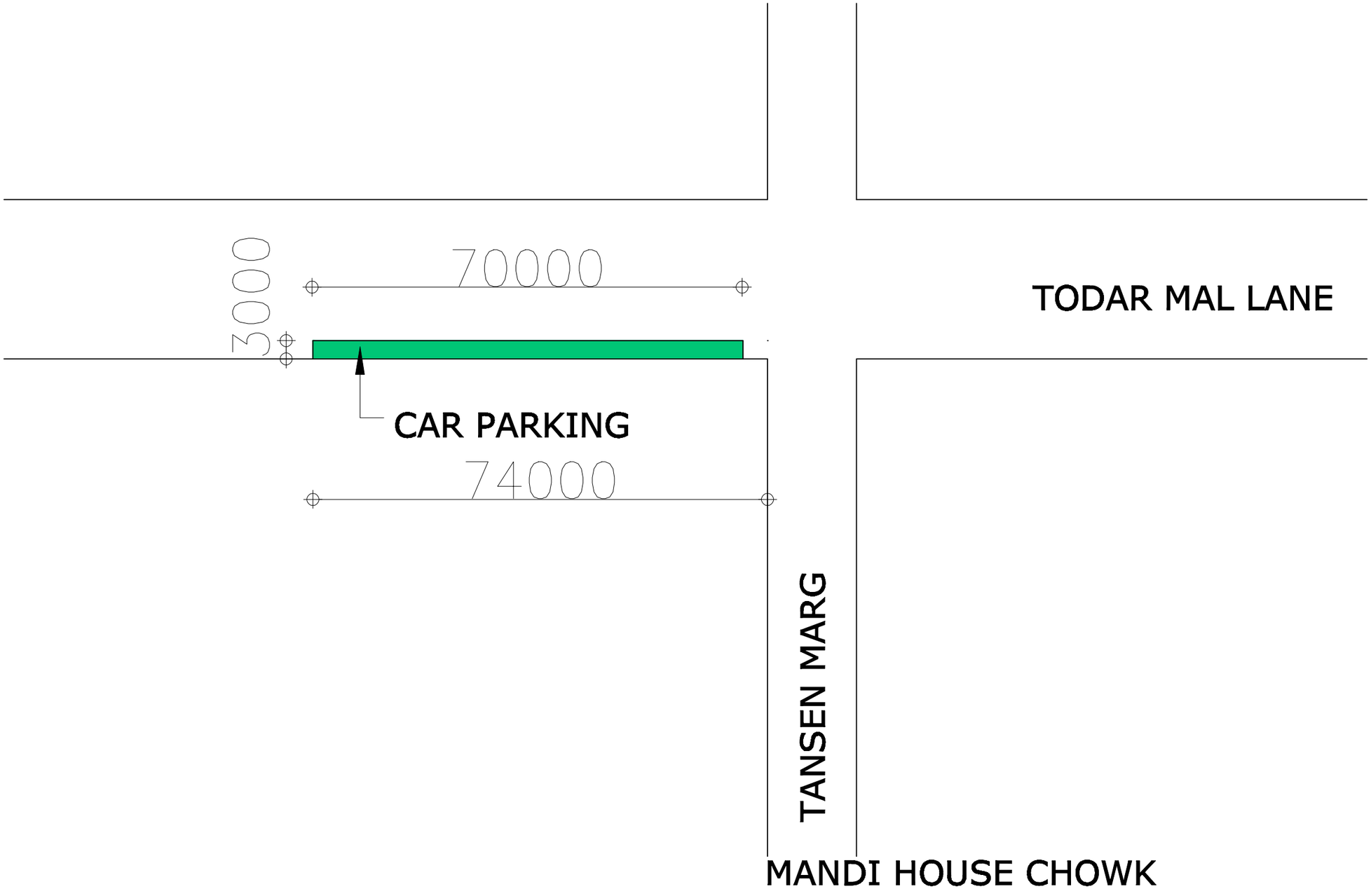
(A) = 75.00 X 6.00 = 450.00 SQM (STAFF PARKING)
(B) = 75.00 X 6.00 = 450.00 SQM (PAID PARKING)
(C) = 75.00 X 6.00 = 450.00 SQM (STAFF PARKING)
(D) = 34.30 X 16.50 = 566.00 SQM (UNAUTHORISED PARKING)
(E) = 19.70 X 6.40 = 126.00 SQM (STAFF PARKING)

TOTAL = 2042.00 SQM

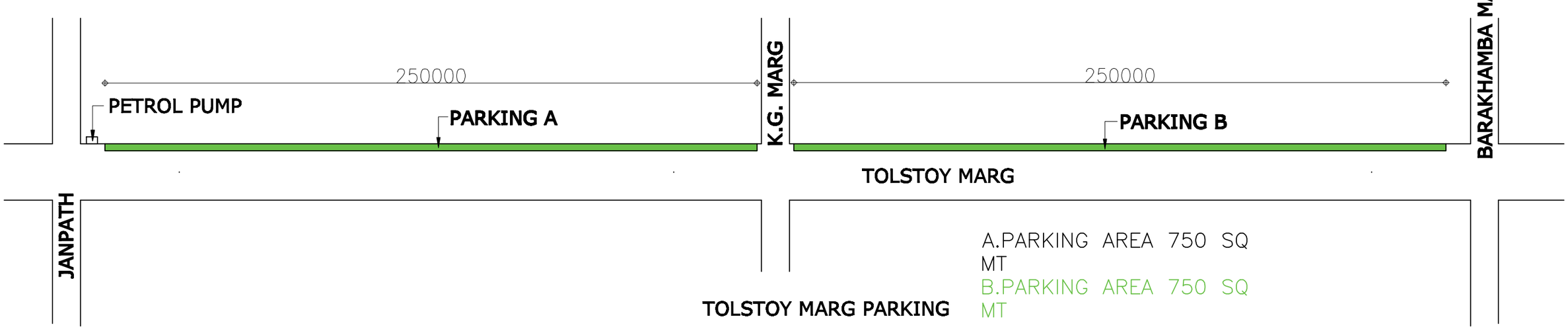


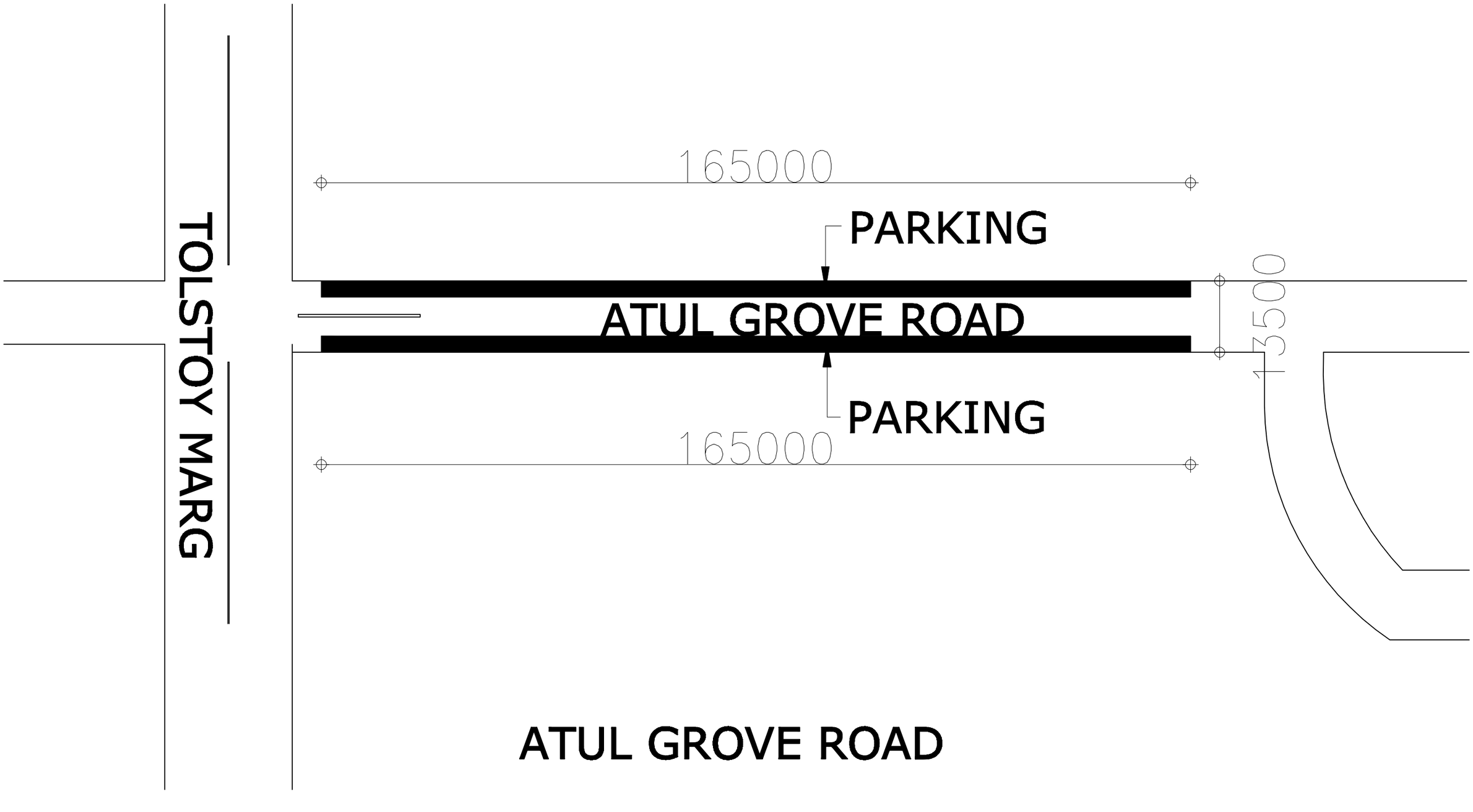
CAR PARKING AREA AT SAFDAR H. MARG=960 SQM

CAR PARKING AREA AT SIKANDARA LANE=720 SQM



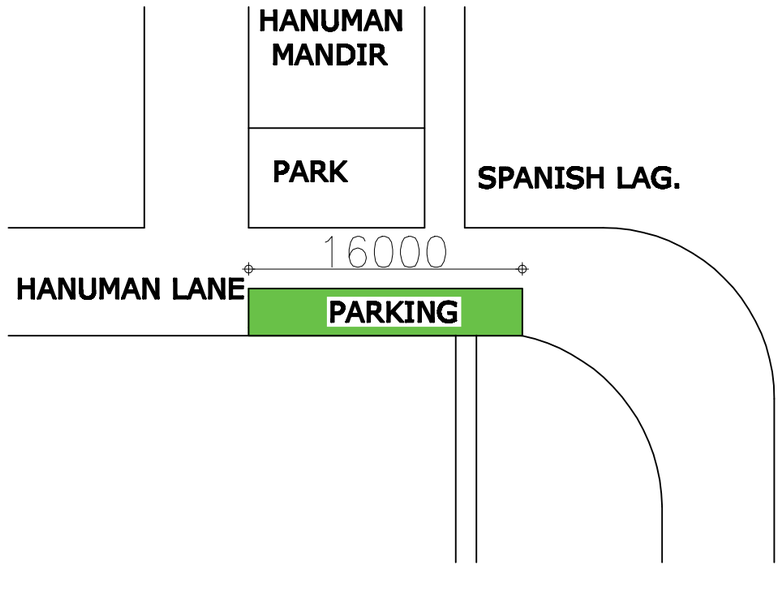
CAR PARKING AREA=210 SQM


K.G. MARG
BARAKHAMBA MARG
250000
250000
PETROL PUMP
PARKING A
PARKING B
TOLSTOY MARG
JANPATH
A.PARKING AREA 750 SQ MT
B.PARKING AREA 750 SQ MT
TOLSTOY MARG PARKING

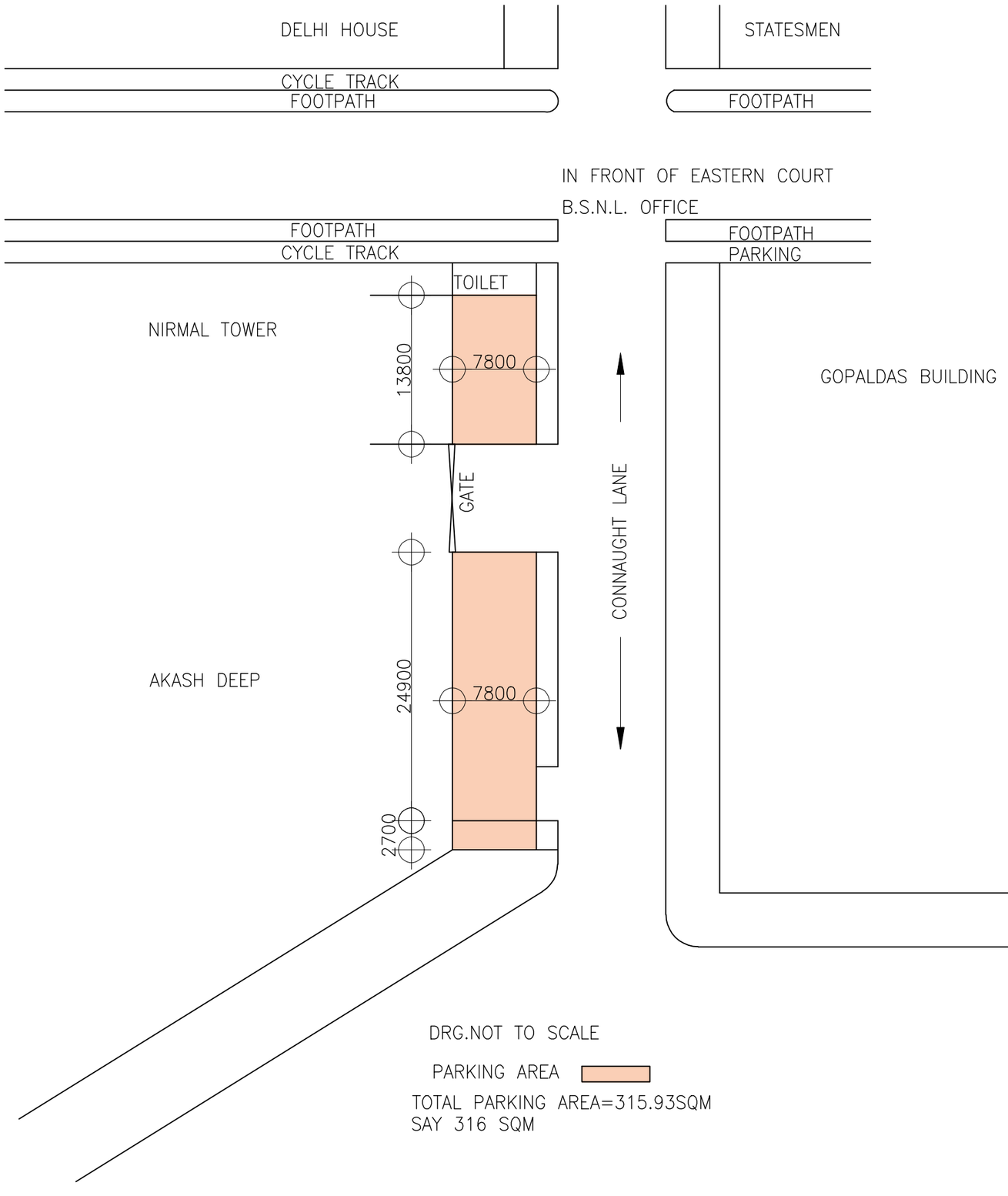


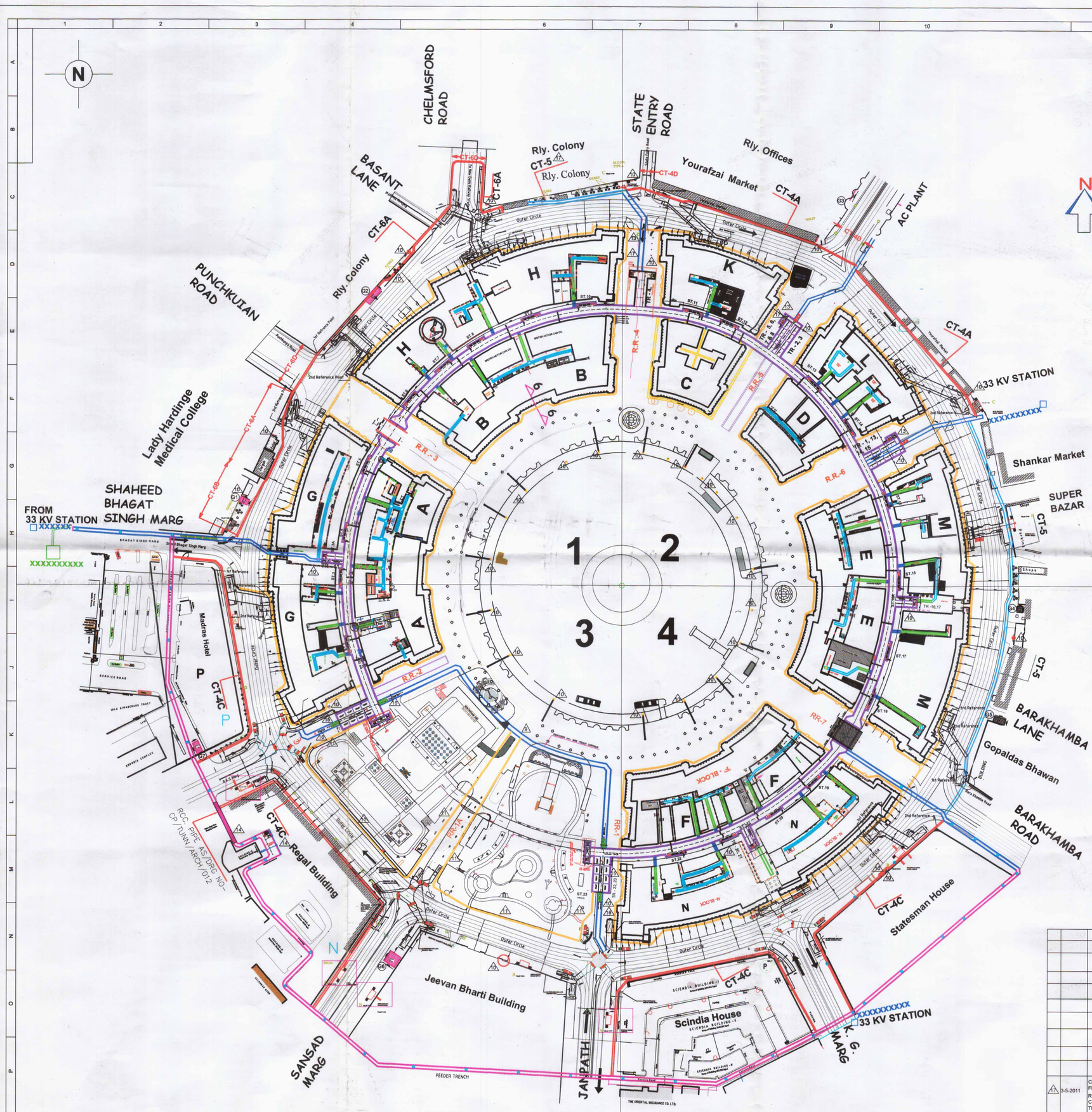
ATUL GROVE ROAD

PARKING AREA 990 SQ MT



PARKING AREA= 480 SQ MT


DELHI HOUSE
STATESMEN
CYCLE TRACK
FOOTPATH
FOOTPATH
IN FRONT OF EASTERN COURT
B.S.N.L. OFFICE
FOOTPATH
CYCLE TRACK
FOOTPATH
PARKING
TOILET
NIRMAL TOWER
13800
7800
GOPALDAS BUILDING
GATE
CONNAUGHT LANE
AKASH DEEP
24900
7800
2700
DRG.NOT TO SCALE
PARKING AREA
TOTAL PARKING AREA=315.93SQM
SAY 316 SQM



REF. DWG. NO.	REFERENCE DRAWING TITLE

NOTES :-

SERVICE CORRIDOR	6300x 6950 mm
FEEDER CORRIDOR	2500X2500 mm
FEEDER CORRIDOR IN △7	3500X3500 mm
TRENCH CT-1	
TRENCH CT-2A TRENCH CT-2B	
TRENCH CT-3	
OUTER BLOCK TRENCH	
OUTER CIRCLE TRENCH CT-4	
OUTER CIRCLE TRENCH CT-5 △7	2500 X 2500 mm Trench
AIR CONDITIONING PIPE	XXXXXXXXXX
33 KV CABLE	XXXXXXXXXX
WATER LINE	XXXXXXXXXX
FIRE FIGHTING MAIN	XXXXXXXXXX

NOTES :-

(1) SERVICE CORRIDOR BETWEEN A&G BLOCK LEVEL
TOP OF SLAB - 211.9
TOP OF RAFT - 204.35

(2) SERVICE CORRIDOR OTHER BLOCK LEVEL
TOP OF SLAB - 211.7
TOP OF RAFT - 204.15

(3) FEASIBILITY OF CONSTRUCTION OF FEEDER CORRIDOR BEHIND/IN FRONT OF STATESMAN HOUSE BE ASSESSED PRIOR TO COMMENCEMENT OF WORK △2

PROJECT :
REDEVELOPMENT OF CONNOUGHT PLACE

CLIENT:
NEW DELHI MUNICIPAL COUNCIL

REV.	DATE	REVISIONS	BY	CHKD	APPD	PEM/PC
△8	3-03-11	RR-1&RR-2 PASSAGE FEEDER CORRIDOR WIDTH REVISION				
△9	21-02-11	RR-1&RR-2 TRANSFORMER ROOM REVISION				
△4	1-02-11	FEEDER CORRIDOR ENTRY ROOM & RCC. PIPE TRENCH LOCATION (Regal Building)				
△3	28-01-11	TRANSFORMER R,R -4,5,6, STAIRCASE LOCATION CHANGE				
△2	15-10-10	NOTE 3. ADDED				
△1		CT-4A ADDED ON outer circle parking&palika bazar				
△10	17-06-10	TRANSFORMER LOCATION IDENTIFIED, FEEDER PILAR ON OUTSIDE OUTER CIRCLE & CENTRAL PARK INDICATED, TRENCH ALIGNMENT ON OUTSIDE OUTER CIRCLE AT RLY. COLONY & STATESMAN MODIFIED.				
△5	16-06-10	FEEDER TRENCH ADDED RR-1 T0 RR-2				
		RADIAL ROAD TRANSFORMER DIMENSIONS CHANGED				
△6	30-03-10	TRENCH CT-6 REPALACES CT-4 BETWEEN SBS MARG & CHELMS FORD ROAD UTPO NEW PLAZA TRANSFORMER				
△7	27-03-10	CT-4BINTRODUCED BETWEEN SBS MARG&PANCHKUIAN ROAD CT-4A ADDED ON CHELMSFORD ROAD				
6.	14-03-10	OUT SIDE OUTER CIRCLE TRENCH LOCATION MARKING				
5.	12-03-10	FEEDER CORRIDORHTRENC REALIGNED BEHIND STATESMAN HOUSE CHANGED				
4.	26-02-10	SERVICR CORRIDOR WIDTH CHANGE & LOCATION CHANGE OF STAIRS& TRANSFORMER				
3.	16-02-10	SERVICR CORRIDOR WIDTH CHANGE & LOCATION CHANGE OF STAIRS& TRANSFORMER				
2.	28-01-10	FIRE ESCAPE LOCATION MODIFIED				
1.	12-01-10	FIRE ESCAPE LOCATION MODIFIED				

△7 3-5-2011 CT-5 SECTION CHANGE TO 2500X2500
FEEDER CORRIDOR - IN INDENTIFIED IN LEGEND
RR-4 PASSAGE FEEDER CORRIDOR,STAIR CASE & VENT ADDED
CT-5 BETWEEN STATE ENTRY ROAD & NEW PLAZA TRANSFORMER
TRANSFORMER NO 5,6,7,&8 SHIFTED TO RR-5

ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)

URBAN DESIGNER:
DESIGN ACTION GROUP & ASSOCIATES
ARCHITECTS AND ENVIRONMENTAL PLANNERS,
2/7, JULENA COMMERCIAL COMPLEX,
OKHLA ROAD, NEW DELHI- 110025.
PHONE-6912466,6910496 FAX-6914133

CONSULTANTS:

TITTLE:
SERVICE CORRIDOR&TRENCHES LAY-OUT PLAN

SCALE	DATE	DWG. NO.	REV.
1:1800	17-11-2009	CP/ TUNN / ARCH / 01A	17

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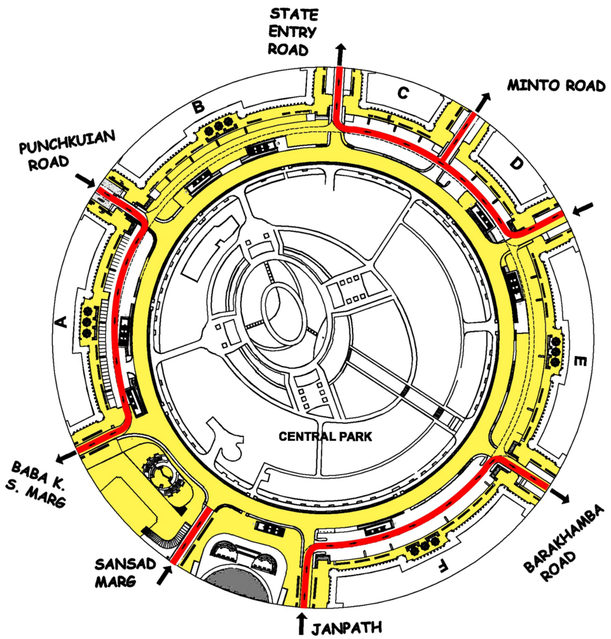
LEGEND

- Hotel
- Heritage Buildings
- Religious Place
- Markets
- Multistory / Underground Parkings
- Stadium
- Library
- Auditoriums
- Delhi Metro Stations
- Medical Center/Hospitals
- Bus Stands
- Happiness Area (Proposed)
- Electric Vehicle (EV) Charging Point (Proposed)
- Location of Parking Lots
- Night Shelter
- Fire Stations
- Information Center
- School
- Mosque
- Public Plaza

Pedestrianisation in Inner Circle



No.	Name of Parking Lots
1	Hanuman Road - Along Bank Allahabad
2	Janpath - I) In front of Sona Rupa (Sarvana)
3	Janpath Guest House
4	Indian Coffee House
5	Tolstoy Marg - I) Keeling lane
6	Behind Mohan Dev Bldg.
7	Tolstoy House , Single Row
8	K.G. Marg - In front of Mercantile Building
9	Janpath Lane – I) IOB Janpath
10	Jeevan Bharti Bldg
11	Narender Dev in front of DLF Bldg.
12	Shankar Market
13	Hans Plaza
14	Statesmen House
15	In front of Gopal Das Building
16	Akash Deep Building
17	Akash Deep to WTT
18	In front of Kanchan Junga
19	Sangeet Bharti, Ficci and Tansen Marg
20	Kamain Auditorium and Prasar Bharti
21	Super Bazar, Connaught Place
22	A block Inner Circle
23	A block RR3
24	Middle Circle - A
25	Middle Circle - G
26	G block Opp. Madras Hotel
27	G block in front of Marina Hotel
28	G block RR2
29	G block RR3
30	B block Inner Circle
31	B block RR3
32	B block RR4
33	B block Middle Circle
34	H block Middle Circle
35	H block Outer Circle
36	H block RR3
37	H block RR4
38	H block entry arch
39	C block Inner Circle
40	C block RR4

No.	Name of Parking Lots
41	C block RR5
42	C block Middle Circle
43	K block Middle Circle
44	K block Outer Circle
45	K block RR4
46	D block Inner Circle
47	D block RR5
48	D block RR6
49	D block Middle Circle
50	L block Middle Circle
51	L block Outer Circle
52	L block RR5
53	L block RR6 Narula Hotel
54	E block Inner Circle
55	E block RR6
56	E block RR7
57	E block Middle Circle
58	M block Middle Circle
59	M block Outer Circle
60	M block RR6
61	M block RR7
62	F block Inner Circle
63	F block RR1
64	F block Middle Circle
65	N block Middle Circle
66	F block RR7
67	N block Opp. Scindia House
68	N block RR7
69	N block RR1
70	Scindia House in front of Federal Motors
71	Scindia House in front of TBD Jewellers
72	Rivoli Cinema
73	P block
74	Chelmsford Road
75	K block RR5

N