

Coimbatore Smart City Limited



**Request for Proposal for
Selection of Concessionaire
for Management of On-street
parking on DBOT basis**

1. INVITATION FOR PROPOSAL

1.1. Name of the Work: Request for Proposal for Selection of Concessionaire for On-street Parking Management in 5 zones of Coimbatore Corporation on Design Build Operate cum Maintain basis (DBOT).

1.2. CSCL hereby invites bids for Selection of a Concessionaire for Design, Build, Operation and Maintenance of Smart Parking Solution for on-street parking (four wheelers and two wheelers) in 5 zones of Coimbatore Corporation for a concession **period of five (5) years** (excluding six month implementation period) on DBOT basis. Broadly the project includes following works:

1.2.1. To provide and install necessary hardware and software for parking management and guidance system for on-street and off-street parking.

1.2.2. To provide and install necessary LED signages (in English/Tamil 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 conforming 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.

1.2.3. 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.

1.2.4. Mobile Application for parking services, details of which has been provided in this Tender document.

1.2.5. Comprehensive operation and maintenance of all hardware and software installed under this project throughout the Contract period.

1.2.6. To manage, enforce and collect parking fees, penalties from users as per tariff fixed by CSCL/Traffic Police from time to time for all the parking lots defined in this Tender document.

1.2.7. To provide smart immobilising devices / towing vehicles along with driver and fuel for required operations and to be maintained by the Service Provider.

1.2.8. To ensure parking enforcement in the zones specified by CSCL and to enable Traffic Police in collecting penalties as per Government policy.

- 1.3.** Applicant/Agencies are advised to study this Tender document carefully prior to submitting their bid/proposals in response to the Tender 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 Tender document can be obtained from www.tntenders.gov.in. All subsequent notifications, changes and amendments will be uploaded on the www.tntenders.gov.in website.
- 1.5.** A two cover selection procedure shall be adopted as detailed in the Tender 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. CSCL 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	28.12.2017
2.	Last date to send in requests for clarifications	09.01.2018 upto 11:00 A.M
3.	Date, time and place of pre-bid conference	10.01.2018 @ 11:00 A.M, Jnnurm Conference Hall, Coimbatore Corporation, Coimbatore.
4.	Release of response to clarifications would be available at	Will be uploaded on the www.tntenders.gov.in
5.	Last date and time for submission of bids (Bid due date)	31.01.2018 upto 03:00 P.M.
6.	Technical Bid opening Date and Time	31.01.2018 at 04:00 P.M.

7.	Date for Presentation and proof of concept (POC)	To be informed
8.	Financial bid opening date and time	To be informed
9.	Address or communication and hard copy submission of documents / correspondence	Managing Director, Coimbatore Smart City Limited, 2 nd Floor, Jnnurm Building, Coimbatore Municipal Corporation Campus, Townhall, Coimbatore 641 001, Tamilnadu

1.8 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) online	Rs. 5,00,000/- (Rupees Five Lakhs only)
2.	Bid validity period	(180) One hundred and eighty days from the date of opening of bids.
3.	Last date for furnishing performance bank guarantee to CSCL (By preferred applicant)	Within fifteen (15) days of the date of issue of letter of acceptance (LOA)
4.	Performance bank guarantee value (Performance bank guarantee)	Rs. 25,00,000 /- (Rupees Twenty Five lakhs only)
5.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid for 180 days beyond the term of the concession period of Five years
6.	Last date for signing the Concession agreement	One month from the date of issue of letter of acceptance

2. DISCLAIMER

The information contained in this Request for Proposal (RFP) or subsequently provided to bidder, whether verbally or documentary form by or on behalf of the Smart City Fund managed by Coimbatore Smart City Limited (CSCL) or any of their representatives, employees or Advisors (collectively referred to as "CSCL Representatives") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the CSCL Representatives to any party other than the entities who are qualified to submit their proposal (Bidder/s). The purpose of this RFP document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for the CSCL Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document.

Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and where necessary obtain independent advice from appropriate sources. The CSCL Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The CSCL Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at anytime without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

3. INTRODUCTION

Effective parking management is an essential tool to facilitate the efficient use of road space and to ensure free passage for pedestrians, cyclists, public transport, and motorists. In addition, appropriate parking fees can ensure that personal motor vehicle users compensate the city for the use of valuable land on which they park their vehicles. The aim of the parking system as envisaged by CSCL is to broadly:

- Develop a user friendly smart parking system that can be implemented on designated streets and parking lots to ease parking hassles
- Move from the current post-paid parking system to a pre-paid parking system.
- Parking guidance for users assisted by clear and simple directions and providing real-time information of parking slot availability on mobile platform, Variable Message Signs and Website.
- An online digital payment system to improve revenue collection and enhance transparency.
- Real-time update of entry & exit of vehicle, parking violations
- Provide an Electronic Enforcement system to check if a vehicle has paid for parking and flag / tag violating vehicles
- Improved revenues through enhanced efficiency and transparency
- Improved Citizen satisfaction by saving time, effort & cost
- Availability of real-time data for analysis and business Intelligence for understanding consumer behavior, parking demand and supply

3.1. Management structure

The Service Provider will establish, operate, and maintain the Parking Management & Parking Guidance System. The Service Provider carries out parking operations, including fee collection and enforcement on designated streets (comprised of "Block Faces") and Parking Lots. The Service Provider will create direct data links so that CSCL can monitor the status of the parking system. The Service Provider will receive a service payment for the parking operation activities carried out, as outlined in this document.

3.2. Definition of parking areas

CSCL will assign specific city Zones to the Service Provider. Within each Zone, CSCL will designate all street sections/ Block Faces and Parking Lots into the following categories:

- **Paid Parking:** These are street sections with medium to high demand. Users can access designated parking slots for a fee.
- **Free Parking:** These street sections have low to medium demand, often on residential streets. Users can park in designated slots for free.

- **No Parking:** On these street sections, parking restricts the movement of pedestrians, cyclists, or motorised vehicles. Alternatively, they may be streets designated as pedestrian zones.

In the Paid parking streets/ Lots, the Service Provider will be responsible for defining parking and no-parking areas through clear signage and road markings with each slot clearly marked by modes: personal motorised four-wheelers, personal motorised two-wheelers, auto-rickshaws, and bicycles.

The distribution of parking slots between various modes shall be based on demand for these modes. For example, if the demand for parking space for two wheelers is consistently higher than four-wheelers, then parking space shall be redistributed between the two modes to achieve even occupancy levels with approval from CSCL

At least 10% of the total parking area on every street as well as parking lots shall be dedicated for bicycle parking racks to promote the use of this environment friendly mode — a key goal of the Smart Cities Mission.

The Service Provider will be responsible to manage and enforce all Parking including Free Parking Block Faces and Parking Lots and No Parking within Public Right of Way in the assigned parking zones.

3.3. Parking fee payment

The Parking System will enable quick and hassle-free payment of parking fees through a mobile phone-based payment system. Payments are tied to a vehicle's license plate number, which is in turn used in the enforcement process to check whether the vehicle is paid or unpaid.

A regular user will have the option of signing up for a User Account connected to his/her registered vehicle(s) and mobile number(s) that can be used for Parking Fee payment anywhere in the city. The User will use an SMS text message or Smartphone app to notify the Parking System that s/he has begun parking in a Paid Parking Block or Parking Lot. The notification will indicate the parking facility ID in which the registered vehicle has been parked. The System will record the vehicle's presence until the User sends another message when s/he leaves the parking spot. When parking event is due to end, the User will receive SMS alert reminding him/her a few minutes before the duration expires. Parking accounts can be recharged /paid online with credit cards, mobile wallet, net banking, coupons or through other means.

One-time users also will be able to access the parking system by obtaining Parking Coupons. The duration of the Parking Coupons shall be limited to 14 hours per day and will be made available widely through Coimbatore Corporation Zone offices, general stores, kiosks, and other outlets in the Zones as identified by Coimbatore Corporation and assigned to the Service Provider. After purchasing the parking coupon, the one-time user will send an SMS text message to the Parking System with the

vehicle's license number and the parking facility ID along with a unique number printed under a scratch-off portion or scanned barcode/QR Code on the parking coupon. The user will be enabled to park for the duration corresponding to the coupon value (or less). The parking duration can be extended with another message providing a new coupon number or barcode/QR Code. Coupons should be reusable for multiple instances of parking in case they have value remaining. The Parking coupons will be priced slightly higher than the online payment mode and will not exceed 20% of the total transactions.

All payments will be carried out through User Accounts and Parking Coupons; the Service Provider will not collect direct payments on the street, cash or otherwise.

3.4. Enforcement

3.4.1. Paid Parking Lots and Block faces

Service Provider will provide enforcement officers who will be registered under City Police Act to carry out enforcement through random spot checks. In Paid Parking Block Faces and Parking Lots, officers will scan licence plate numbers using handheld devices. In the event that a vehicle user has not paid the Parking Fee, the enforcement officer will take a photo of the vehicle, notify the Parking system, and immobilise the vehicle. A user must pay the applicable parking fine through the system website, using a Smartphone app, or a Parking Coupon to have the vehicle unclamped. Enforcement officers will not collect fines directly.

3.4.2. No Parking Area

In the event that a vehicle user is parking or has parked in a No-Parking Area, the enforcement officer will take a photo of the vehicle, notify the Parking system and Traffic Police, and immobilise the vehicle.. As per Section 177 in Motor Vehicles Act 1988, a user must pay the applicable parking fine to the Traffic Police. In addition the user must also pay the applicable parking fine. Payments will be made through the system website, using a Smartphone app, or a Parking Coupon to have a vehicle unclamped. Enforcement officers will not collect fines directly.

3.4.3. Free Parking Area

In the event that a vehicle is parked at any location outside the marked free parking slot along the block face / parking lot — such as on the footpath or double parked on the street — the enforcement officer will immobilise the vehicle. A user must pay the applicable parking fine through the system website, using a Smartphone app, or a Parking Coupon to have the vehicle unclamped. Enforcement officers will not collect fines directly.

3.5. Information to customers

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

4.0 Definitions

In this RFP, the following word(s) shall have the meaning(s) assigned to them herein below:

"Arbitration tribunal" means an organ composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

"Base Parking Fee Rate" or "Base Fee Rate" is the Fee Rate at the Commencement Date.

"Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

"Bid" means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including, technical proposal and financial proposal along with all other documents forming part and in support thereof.

"Bidder" means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium or a cooperative society, who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.

"Block Face" is one side of a street between two major intersections where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Block is denoted by a unique identification code.

"Car Parking Slot" is an individual parking space for one (1) passenger car.

"CSCL Representative" means any person duly authorized by Managing Director, CSCL for the purposes of this RFP.

"Collection" is a set of processes designed to the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the Coimbatore Parking System.

"Commencement Date" means the date stipulated by CSCL for commencement of the operations by the Service Provider under the Service Provider Agreement and shall not be earlier than 90 days from the date of signing of Service Provider Agreement. The Service Provider shall make available 100 per cent of the manpower by the commencement date in operational readiness along with supporting maintenance infrastructure.

"Commercial Operations Date" or "COD" is the actual date on which the Parking Management and Operations will begin to serve users under the Service Contract.

"Consortium" shall mean an association of two (2) or three (3) entities / firms formed

specifically for the purpose of bidding for this RFP.

“Control Centre” means the central facility used mainly for service monitoring and operations control and for collecting, storing, consolidating, processing the information obtained from various elements of the parking management, agents, employees, service providers, communications systems and related elements.

“Equivalent Car Space Factor” or “ECS Factor” is the size of a Parking Slot for a type of vehicle expressed as a fraction of the size of a Car Parking Slot, as defined by CSCL.

“Escrow Account” shall mean a common account set up through an agreement between CSCL and the service provider into which all revenue shall be deposited and, thereafter, payments to the Service Provider, CSCL and other agencies shall be made.

“IT-Based Parking System” or **“Parking System”** means a system in which collection of parking fees and system monitoring is managed real-time using a central server and control centre.

“Letter of Acceptance” or “LOA” means the letter issued by CSCL to the Successful Bidder to provide Parking Management Service in conformity with the terms and conditions set forth in the RFP.

“No-Parking Area” means any portion of a Block Face where parking is not permitted. All footpaths and cycle tracks are No-Parking Areas.

“Occupancy” means the average per cent of Parking Units on one or more Block Face(s) or Parking Lot(s) that are occupied by vehicles during continuous eight (8)-hour periods specified by CSCL for the respective Block Faces or Parking Lots.

“Operating Plan” is a set of rules and operating procedures related to parking areas (notification of paid parking, free parking and no-parking), parking fee and its payment, signage and markings, enforcement and other aspects of the Parking System. The contents of the plan may be modified from time to time.

“Paid Block Face” is a Block Face where a Parking Fee is applicable for one or more types of vehicles.

“Paid Parking Lot” is a Parking Lot where a Parking Fee is applicable for one or more types of vehicles.

“Paid Parking Slot” is a Parking slot where a Parking Fee is applicable for one or more types of vehicles.

“Parking Coupon” or “Coupon” is a prepaid card that a user can purchase from a third party with a specified value that can be used toward Parking Fees and Fines. Each Coupon contains a unique number that the user can relay to the Service Provider to initiate Fee or Fine payment.

"Parking Duration" is the duration for which a vehicle is parked in a Parking Slot.

"Parking Event" is an act that occurs when a vehicle is in a stationary position in a Paid Parking Block or Paid Parking Lot.

"Parking Fee" or "Fee" is an amount charged by CSCL for vehicle parking in a Block Face or Parking Lot.

"Parking Fine" or "Fine" is an amount charged by CSCL and Traffic Police for vehicle parking in a Block Face or Parking Lot without paying the applicable Parking Fee or for parking in a No-Parking Area.

"Parking Lot" is an off-street public parking area with one or more discrete entrances where users may be allowed to park vehicles, for a fee or for free, depending on the notification. Each Parking Lot is denoted by a unique identification code.

"Parking Fee Rate" or "Fee Rate" is the Parking Fee per hour applicable for a designated vehicle, time, and place.

"Parking Fine Rate" or "Fine Rate" is the Parking Fine per hour applicable for a designated vehicle, time, and place.

"Parking Slot" is a parking space for one (1) vehicle.

"Parking Unit" means a quantity of parking area in a Block Face or Parking Lot of a size equivalent to the size of a Car Parking Slot.

"Payment Period" is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, a period of fourteen (14) days.

"RFP" and/or "RFP Document" means this Document.

"Service Certificate" means a document that accredits compliance by the Service Provider with all requirements established in the contract to allow the parking management company to begin operations.

"Service Charge" means an amount CSCL will compensate the Service Provider for operation of the Parking System, subject to incentives.

"Service Provider Agreement" means the Agreement including, without limitation, any and all Annexure thereto, which will be entered into between CSCL and the Successful Bidder

"Service Provider Facilities" means the facilities and equipment produced or developed by the Service Provider that are required for the due implementation of this Contract.

"Service Provider" means the successful bidder selected under this RFP with whom CSCL has entered into a Service Provider Agreement.

"Successful Bidder" shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by CSCL .

"System" shall mean the Coimbatore Parking System.

"Two Wheeler Parking Slot" is defined as the individual parking space for one (1) motorised two-wheeled vehicle.

"Unpaid Block Face" is a Block Face where parking is free of cost.

"Unpaid Parking Lot" is a Parking Lot where parking is free of cost.

"User Account" means a record with the Service Provider that includes a user's mobile phone number, one or more vehicle license numbers, and a prepaid balance from which the user may pay for Parking Fees and Parking Fines.

"User" means the operator of a vehicle who parks in a Block Face or Parking Lot operated by the Service Provider.

"Zone" is a unique area of the city that is defined by the network of streets with two or more Block Faces and/or one or more Parking Lots.

Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Due Diligence

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

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and CSCL will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

5.3 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

5.3.1 Technical Bid with Bid Security

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

5.3.2 Financial Bid

The Financial Bids should be in the form and manner set forth in Annex E to this RFP and should comprise of all such documents and details mentioned therein.

5.4 Preparation of Bids

5.4.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and CSCL shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or Hindi, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document that is not translated into English or Hindi will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

5.4.2 Bid Currency

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

5.4.3 Format of Earnest Money Deposit ("EMD") or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs only) (hereinafter referred to as "Bid Security" or "EMD") in the form of a demand draft, banker's cheque, or irrevocable bank guarantee drawn in favour of "Managing Director, Coimbatore Smart City Limited payable at Coimbatore.

5.4.4 Currency of Bid Security

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

5.4.5 Consortium/ Joint Venture

Bidding shall be open to firms (which include companies, partnerships, and proprietary concerns), duly registered cooperative societies, and consortiums (lead partner + one). In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified and fully empowered to represent the consortium or joint venture. The lead firm shall have a minimum stake of 51% in the consortium/joint venture.

The following conditions for consortiums and joint ventures (JV) shall apply:

- Bidders are allowed to participate in the bidding through a consortium structure with two or three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- A Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with CSCL . The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied with this RFP. Any such agreement shall clearly specify the lead bidder and the various consortium/JV partners with their respective roles and responsibilities if any in the Parking System.
- In case of the successful bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Service Provider Agreement in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the

Service Provider Agreement, not less than 51% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium would be required to hold, initially and at all times for during the duration of the Service Provider Agreement, not less than 11% of the aggregate shareholding of the newly incorporated consortium company.

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

5.4.6 Authentication of Bid

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

5.4.7 Validation of interlineations in Bid

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

5.4.8 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid- Original" and "Technical Bid- Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

5.4.9 Sealing and Marking of Bids

Bids shall be marked as follows:

- The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope on which the following shall be superscribed: "Envelope – A1- Bid Security for Coimbatore Parking Management System"

- The original and copy of the original of the Technical Bid (Annex D) shall be sealed separately in an envelope on which the following shall be Superscribed: "Envelope – A2- Technical Bid for Coimbatore Parking Management System"
 - The original and copy of the specifications related details (Annex D) shall be sealed separately in an envelope on which the following shall be superscribed: "Envelope – A3 Specifications for Coimbatore Parking Management System"
 - The original of the Financial Bid (Annex E) shall be sealed separately in envelopes on which the following shall be super scribed: "Envelope – B Financial Proposal for Coimbatore Parking Management System"
 - The Envelopes A1, A2 and A3, and B, along with the original bid documents issued by CSCL, and updated addendums/ amendments, if any, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope. The inner and outer envelopes shall be addressed to CSCL and marked as below: "Tender Coimbatore Parking Management System"
 - The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.
- If the outer envelope is not sealed and marked as above, CSCL will assume no responsibility for the misplacement or premature opening of the Bid.

5.5 Period of Validity of Bids

5.5.1 Validity Period

Bids shall remain valid for a period of one hundred and eighty (180) after the date of technical bid opening prescribed by CSCL. CSCL reserves the right to reject a Bid as non-responsive if su2ch Bid is valid for a period of less than 180 (one hundred and eighty) days and CSCL shall not be liable to send an intimation of any such rejection to such Bidder.

5.5.2 Extension of Period of Validity

In exceptional circumstances, CSCL may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the CSCL and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse CSCL's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of CSCL shall not be permitted to modify its Bid.

5.5.3 Mailing Address for Bids

Bids shall be addressed to CSCL and sent at the following address:

Managing Director,
Coimbatore Smart City Limited, 2nd Floor, Jnnurm Building,
Coimbatore Municipal Corporation Campus,
Townhall, Coimbatore 641 001, **Tamilnadu**

5.6 Deadline for Submission for Bids

5.6.1 Last Date and Time for Submission

The Bids must be received by CSCL at the specified address by 15.00 hours IST on 31.01.2018. In the event of the specified date that is stipulated as the Deadline for Submission of Bids is declared as a holiday for CSCL, the Bids will be received up to the appointed time on the next working day.

5.6.2 Extension of Deadline for Submission of Bids

If the need so arises, CSCL may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFP documents in this behalf. In such event, all rights and obligations of CSCL and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

5.6.3 Late Bids

Any Bid received by CSCL after the Deadline for Submission of Bids prescribed by CSCL will be summarily rejected and returned unopened to the Bidder. CSCL shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by CSCL.

5.7 Modification and Withdrawal of Bids

5.7.1 Modification of Bid

Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

5.7.2 Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that CSCL receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

5.8 Bid Process – Steps & Evaluation

5.8.1 Opening of Technical Bid - The Qualification Bids

Technical Bid received by CSCL in response to this RFP shall be opened by CSCL in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at 16:00 hours on 31.01.2018 the office of the **CSCL, Coimbatore**. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for CSCL, the Bids shall be opened at the appointed time and location on the next working day.

5.8.2 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as CSCL in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid the Qualification Bids. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

5.8.3 Opening of Financial Bids

After the evaluation of Technical Bid has been completed, CSCL shall open the Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of CSCL in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

Financial Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

5.8.4 Completeness of Bids & Rectification of Errors

CSCL will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

5.8.5 Clarification of Bids

During evaluation of Bids, CSCL may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by CSCL before the expiration of the deadline prescribed in the written request for clarification, CSCL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

5.8.6 Rejection of Bid

A Bid is likely to be rejected by CSCL without any further correspondence, as non-responsive, if:

- Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
- Bid is not submitted in the bid-forms annexed in the RFP Document; or
- Bid is submitted by telex, fax or email; or
- Bid Security does not conform to the provisions set forth in this RFP; or
- Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.

In addition to the foregoing, in the event a Bidder makes an effort to influence CSCL in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

5.8.7 Eligibility criteria

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

Technical Eligibility Criteria

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

- Experience with IT based operations for any project with minimum 25,000 user payment transactions per day over last 2 years through an explicit contract/ concession (per member).
- Experience with operating and managing parking lots having at least 2500 ECS (considering all parking lots with the company) over the previous two (2) years through an explicit contract/ concession (per member).
- Experience with managing at least Hundred (100) concurrent field staff in IT-Based Parking Systems over the previous two years through an explicit contract/ concession (per member).
- Experience with development, operation and maintenance of online web portal and mobile Applications for at least two (2) transport systems currently in operation.

The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant unless the members who hold 21% or more equity will be considered.

The Bidder's proposal also shall meet the following requirement in order to be considered technically qualified:

- Bidder's proposed solution for the Coimbatore Parking System meets or exceeds the technical specifications, as described in Annex A.

Financial Eligibility Criteria:

The Bidder /Bidder Consortium should fulfil the following financial criteria:

- Average annual turnover equal to or above fifteen crore INR (Rs. 15,00,00,000) or foreign currency of equivalent value during the last three consecutive financial years for which audited financial reports are available.

The aggregate turnover of a consortium would be considered for the purpose of compliance with financial eligibility criteria.

For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration

documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above.

5.8.8 Evaluation of Financial Bids.

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

- Bidders should quote the required Service Charge per car parking slot per hour. The rate should be quoted in Indian Rupees.

The Bidder with the lowest Service Charge will be selected as the Service Provider.

5.9 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Provider Agreement with the Successful Bidder.

5.10 Discharge of Bid Security of successful Bidder

The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the Provider Agreement. The Bid Security of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the performance guarantee as required. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

5.11 Forfeiture of Bid Security

The Bid Security of a Bidder shall be forfeited in the following events:

- If a Bidder withdraws the proposal during the period of Bid validity, or
- In the case of a Successful Bidder, if the Bidder fails to sign the Service Provider Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

5.12 CSCL's right to accept or reject any and/or all Bids

CSCL reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

5.13 Signing of Provider Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Provider Agreement, with such terms and conditions as may be considered necessary by the CSCL at the time of finalization of the Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence installation of systems for the Parking Management Project. The signing of the Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by CSCL in its sole discretion.

5.14 Expenses for the Provider Agreement

Any and all incidental expenses of execution of the Provider Agreement shall be borne by the Successful Bidder.

5.15 Annulment of Award

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Provider Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

5.16 Failure to abide by the Provider Agreement

The conditions stipulated in the Provider Agreement shall be strictly adhered to by the Service Provider and any violation thereof by the Provider may result in termination of the Provider Agreement without prejudice to any rights available to CSCL upon such termination as set forth in the Provider Agreement.

6 GENERAL CONDITIONS OF CONTRACT

6.1 Application

These general conditions shall apply to Service Provider to the extent that provisions in the Service Provider Agreement do not supersede them.

6.2 Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Parking Management System. In the event that CSCL requires any interaction and / or arrangement with a third party in relation to the Parking Management System, Service Provider shall act as a faithful advisers to CSCL in such process and shall, at all times, support and safeguard CSCL's legitimate interests in this context.

6.3 Use of Provider Agreement & Information

Service Provider shall not, without CSCL's prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of CSCL in connection therewith, to any person outside the scope of the Parking Management System.

Service Provider shall not, without CSCL's prior written consent, make use of any document or information, which becomes available to the Service Provider during the performance of the Provider Agreement, except such use of information for the purpose of performing the Service Provider Agreement.

All documents other than the Service Provider Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of CSCL and shall be retained (in all copies) by CSCL.

6.4 Indemnity

Service Provider shall at all times, i.e. during the subsistence of the Service Provider Agreement and any time thereafter, defend, indemnify and hold CSCL harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant, representation or warranty or from any act or omission of the Service Provider or his agents, employees or subcontractors.

6.5 Performance Guarantee

Within 30 (thirty) days of receipt of Letter of Acceptance by Service Provider, Service Provider shall furnish a performance guarantee to CSCL, for an amount of Rs. 25,00,000/- (Rupees Twenty Five lakhs only). The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Service Provider on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annex H of this RFP.

Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Service Provider Period and an additional period of 90 (ninety) days thereafter.

6.6 Representations and Warranties

Service Provider hereby represents and warrants that the hardware, software and the services implemented under the Parking Management System shall be:

- In accordance with the standards laid out in the RFP by CSCL for the Coimbatore Parking System and those provided during the term of the agreement;
- As per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements;
- Compliant with the Technical Specifications set forth in Annex A;
- Fit and sufficient for the purpose(s) for which they are designed and developed;
- Be new; certified or registered with the concerned agency after completing all legal, statutory, and other requirements,
- Be free from defects in design, material and workmanship, whether latent or otherwise,

Service Provider hereby represents and warrants that neither any component of the System nor any use thereof by CSCL will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.

Service Provider hereby further represents and warrants that any service that is provided by the Service Provider hereunder shall be performed in a competent manner and be for any purpose for which Service Provider knows or has reason to know CSCL intends to use such service.

6.7 Assignment

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party, except with CSCL's prior written consent.

6.8 Delay in providing Manpower for the System

The Service Provider shall ensure that the manpower for the Parking System is

provided to CSCL as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of CSCL:

- Forfeiture of Service Provider's Performance Guarantee
- Imposition of liquidated damages on Service Provider in terms of this RFP
- Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify CSCL in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, CSCL shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

6.9 Liquidated Damages

In the event of delay in supply of manpower for the System by the Service Provider beyond the Commencement Date and up to the end of the additional period provided by CSCL, Service Provider shall pay to CSCL liquidated damages @ Rs. 50,000/- (Rupees fifty thousand only) per day of delay in making the service operational. In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within 90 days of Commencement Date, CSCL reserves the right to terminate the Service Provider Agreement and Service Provider shall forfeit the Performance Guarantee amount. No interest shall be paid by CSCL on the Performance Guarantee.

6.10 Right to Inspect Operations, Support Facilities and Documents

Service Provider shall make the Parking System and all support facilities along with all documents, certificates as required for inspection by CSCL and its staff and authorized representatives from time to time.

CSCL reserves the right to inspect/arrange inspection of any parking block and/or any support facility used by Service Provider in relation to the implementation of the Coimbatore Parking System, through an authorized agent / representatives. CSCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall at all times assist CSCL in such inspections.

CSCL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of operations / records including the books of accounts of statutory payments

like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Parking System, through an authorized agent or representatives. CSCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist CSCL in such inspections.

6.11 Ownership & Protection of Property/Data

CSCL shall retain the title and ownership of any site allotted by CSCL to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Coimbatore Parking System. Such title and ownership of CSCL in any such site shall not pass to Service Provider.

Hardware, signage and any other infrastructure created by CSCL for the purpose of parking management of the slots of the Service Provider at the allotted area for the Coimbatore Parking System shall be operated and maintained by the Service Provider with effect from as per terms and conditions detailed in the Service Provider Agreement. CSCL or its authorised agents shall provide support in terms of training to the Service Provider's personnel for such operation and maintenance.

CSCL shall own any and all data created at all times, during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from CSCL .

Service Provider shall exercise all due caution to protect and maintain the data created out of this System.

Service Provider shall not share, sell or in any manner use the data created by Service Provider out of this Coimbatore Parking System otherwise than in accordance with the terms of the Service Provider Agreement.

After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed by CSCL under the Coimbatore Parking System for any purpose whatsoever.

The handing over process for Project shall be initiated at least 6 (six) months before the Expiry Date by joint inspection of CSCL and the Service provider. CSCL shall within 15 (fifteen) days of such inspection prepare and furnish to the Service Provider a list of works / jobs / addition / alterations, if any, to be carried out to bring the Premises to the prescribed level of service condition at least 2 (two) months prior to the date of the expiry of the Agreement Period. In case the Service Provider fails to carry-out the above works, within the stipulated time period the CSCL shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Service provider. Any cost incurred by CSCL in this regard shall be reimbursed by the Service Provider to CSCL within 7(seven) days of receipt of demand.

6.12 Confidentiality Obligations of Service Provider

6.12.1 Confidential Information

Service Provider shall treat as confidential any information which is clearly described as

confidential otherwise clearly marked as confidential or proprietary to CSCL ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of CSCL relating to the Coimbatore Parking System or services provided under the Service Provider Agreement in relation thereto and information relating to CSCL 's business or operations.

Service Provider shall not without CSCL's prior written consent use, copy or remove any Confidential Information from CSCL's premises, except to the extent necessary to carry out Service Provider's obligations hereunder. Upon completion or termination of each assignment hereunder, Service Provider shall return to CSCL all documents or other materials containing CSCL 's Confidential Information and shall destroy all copies thereof.

6.12.2 Confidential Exceptions

Confidential Information shall not include information which:

- is or becomes generally available to the public without any act or omission of Service Provider
- was in Provider's possession prior to the time it was received from CSCL or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than CSCL and not subject to any obligation of confidentiality or restriction on use;
- is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify CSCL before such disclosure; or
- is independently developed by or for Service Provider by persons not having exposure to CSCL's Confidential Information

6.12.3 Period of Confidentiality

Service Provider's obligations of confidentiality regarding CSCL's Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Provider Agreement.

6.13 Force Majeure

CSCL shall not forfeit Provider's Performance Guarantee or charge liquidated damages or terminate the Provider Agreement for default, if and to the extent that delay in performance or failure to perform Provider's obligations under the Provider Agreement is the result of an event of Force Majeure, provided the Service Provider has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Provider shall promptly notify CSCL in writing of such conditions and the cause thereof. Unless otherwise directed by CSCL in writing, Provider shall continue to perform its obligations under the Provider Agreement as far as

is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Service Provider or CSCL . Such events, shall include, but not be limited to, the following:

- Earthquake, flood, inundation and landslide
- Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- Fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- Acts of terrorism;
- Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- Break down of the Plant or any part thereof
- Action of a Government Agency having Material Adverse Effect including by not limited to
 - acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Parking System or any part thereof or of Service Provider's rights in relation to the Project.
 - any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.
 - any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound
- Early termination of this Agreement by CSCL for reasons of national emergency or national security.
- War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosive, volcanic eruptions.

6.14 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 7.13 continues or is in the

reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

6.15 Events of Default and Termination

Events of Default shall mean either Service Provider Event of Default or CSCL Event of Default or both as the context may admit or require.

6.15.1 Service Provider Event of Default

Any of the following events shall constitute an Event of Default by Service Provider (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- A resolution for voluntary winding up has been passed by the shareholders of Service Provider

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

6.15.2 CSCL Event of Default

Any of the following events shall constitute an event of default by CSCL ("CSCL Event of Default") when not caused by a Service Provider Event of Default or Force Majeure Event:

CSCL is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof

- CSCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be

wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.

6.15.3 Termination due to Event of Default

In the event of the Service Provider Event of Default, CSCL shall have the right to

- invoke the Performance Guarantee and/or
- take any other action including provisioning of the equipment of the Parking Management System through any replacement service provider selected by CSCL in its sole discretion at the risk and cost of the Service Provider, and/or
- take over the entire infrastructure developed by the Service Provider for the Parking Management System or any part thereof and / or
- negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by CSCL , at CSCL 's sole discretion.

Upon Termination of this Agreement on account of Service provider Event of Default, CSCL shall not be liable to pay any termination payment to Service provider.

6.16 Termination for CSCL Event of Default

Upon Termination of this Agreement on account of CSCL Event of Default, the Service Provider shall be entitled to the following:

- Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
- Receive compensation equivalent to 50% of the depreciated value of the installed hardware.
- Discharge of the performance guarantee in full.

6.17 Termination for Insolvency, Dissolution, etc.

CSCL may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of CSCL . Notwithstanding the generality of the foregoing, CSCL reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Provider selected by CSCL in its sole discretion, take over the entire infrastructure developed by Provider for the Parking Management System or any part thereof, and/or negotiate with Provider to transfer the said infrastructure or part thereof to a replacement Provider selected by CSCL , in CSCL 's sole discretion.

6.18 Suspension

On the occurrence of any of the following events, CSCL shall, by a written notice of suspension, suspend any agreements as set forth in the Service Provider Agreement which may have been granted to the Service Provider there under:

- In the event and to the extent CSCL is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall

specify the applicable law(s), rule(s), guideline(s), or court order(s).

- In the event Service Provider fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by CSCL to Service Provider shall specify the nature of the failure and may request the Service Provider to remedy such failure within a specified period, as decided by CSCL in its sole discretion, from the date of issue of such notice of suspension.

6.19 Arbitration

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Coimbatore . The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

6.20 Jurisdiction

Subject to Clause 1.18, only the courts in Coimbatore shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

6.21 No Waiver of Rights and Claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

7 SCOPE OF WORK

7.1 Terms of contract

The Service Provider will install, maintain, and operate an IT-Based Parking System to collect parking fees in the assigned Zone(s) of the city. Technical specifications for specific components are described in Annex A. The Service Provider shall embed or integrate their web and mobile based applications with CSCL's platform in future.

The Service Provider shall carry out the following activities:

- **Hardware, software and facilities:**
 - Paint and maintain road markings to demarcate paid parking, no parking areas and free parking slots (upto 100 m from paid parking street) according to the standards mentioned in Annexure XX.
 - Install vehicle detection devices for all car parking slots along paid parking block faces and parking lots to track and monitor the arrival and departure of every vehicles that parks in each slot to send real time information of the parking event. All vehicle detection device such as sensors 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
 - Install suitable surveillance solution for all parking streets parking lots and upto one lane beyond parking area to enable CSCL/Service Provider to plan events, monitoring of infrastructure, encroachments and quick response to incidents in all parking lots except temporary parking lot.
 - Install camera based identification system for two wheeler parking with capability of outdoor and indoor if any based two wheeler occupancy detection. The system shall provide reliable detection within 20 seconds of two wheeler paid parking/ unpaid event occurrence. Shall support all weather conditions with reliable detection better than 80%. It shall be connected to the central server, CCC of CSCL and Mobile App.
 - Install and maintain signage and dynamic display boards to display parking rules and provide customer information.
 - Install, operate, and maintain an IT system, including a control centre, for parking fee and fine payments, monitoring, and enforcement.
 - Procure software for the processing of customer payments via credit card, net banking, mobile-based banking systems, and other media.
 - Procure hardware and software to aid in the planning and monitoring of enforcement activities.
 - Procure and operate devices to immobilise vehicles parked in Paid Parking

Areas without paying applicable Parking Fees or in No-Parking Areas until the User clears any pending Fees and Fines.

- Establish the required facilities, equipment, and towing vehicles for the operations of the Parking System.
- All equipment used to establish the system must have been manufactured not earlier than six (6) months before the date of signing of the Service Provider Agreement between CSCL and the Service Provider. The equipment shall not have been put to commercial use anywhere previous to the Commencement of Operations.

- **Operations:**

- Develop, and modify from time to time, a detailed operating plan ("Operating Plan") for the Parking System. The Operating Plan will detail all aspects of operations including but not limited to branding, signage, geometric design (i.e. delineation of free parking, paid parking and no-parking areas), fee collection, enforcement, facility maintenance, and customer service procedures.
- The Service Provider also will prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Service Provider. The Operating Plan and Parking Management Plans, and any modifications to them, must be approved by CSCL. The Service Provider will incorporate suggestions from CSCL on the Operating Plan and Parking Management Plans and operate the Parking System in accordance with the approved Operating Plan and Parking Management Plans.
- Enter into an agreement with CSCL to set up an Escrow Account into which all revenue, including Fees and Fines, shall be deposited. Payment to the Service Provider, CSCL and other agencies shall be made from the escrow account.
- Maintain temporary as well as permanent User Accounts and collect customer payments to credit into User Accounts via multiple payment media. Deposit the funds collected into an escrow account set up for the purpose of the Parking System.
- The Service Provider will develop a network of third-party shops as identified by CSCL to sell prepaid Parking Coupons, carry out training of shopkeepers about the Parking System, and ensure that the shops have an adequate supply of coupons at all times.
- Electronically charge/deduct from User Accounts applicable Parking Fees using an IT-based system from all users who park their vehicles in Paid

Parking Blocks or Paid Parking Lots assigned to the Service Provider. Fees will be collected via User Accounts or Parking Coupons. The Service Provider will not collect cash or other forms of direct payment on the street.

- Monitor and enforce on street parking rules set by Traffic Police and CSCL on all Block Faces.
- Electronically check paid/unpaid status of vehicles parked in Parking Facilities, identify vehicles that have not paid applicable Parking Fees, and immobilise them.
- Identify vehicles that are parked in No-Parking Areas. Traffic Police will be notified by the Service Provider to issue parking fines for and immobilise such vehicles. Notify concerned authorities about immobilisation of violating vehicles. Remove immobilisation devices after checking proof of Fee and Fine payment.
- Establish and maintain a Control Centre that will monitor operations of the Parking System. The Control Centre will constitute CSCL's single point of contact to enable CSCL to coordinate with the Service Provider in the course of the day-to-day operation and management of the Parking System by CSCL.
- Ensure that the Control Centre is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Service Provider control centre and CSCL (CSCL will provide the premises for the Control Centre).
- Develop online Web-based Portal and Mobile Application to provide information on Coimbatore Parking management, 'know how' on user registration, available parking facilities, navigation services, payment mechanism through various modes, parking fee levels, current status of parking slot and feedback services.
- Provide access to CSCL an IT-enabled web based monitoring system with which CSCL may monitor the Parking System.
- Provide periodic summary reports to CSCL, in electronic and printed formats, as specified by CSCL. Using the data generated through parking solution software for analytics purposes, such as time based (hourly/daily/weekly/monthly/annually) trends, area specific, vehicle specific trends, usage and idle period, parking demand etc. for the purpose of better management of parking.

- Enlist trained professionals to operate the Parking System.
 - Prepare a Human Resources Plan specifying how personnel will be recruited, trained, and paid. The Human Resources Plan must be approved by CSCL .
 - Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.
 - Not carry out any other commercial activities on or near Parking System facilities unless explicitly approved by CSCL.
- Customer service:
 - Establish customer service platforms for the Parking System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations, and address grievances.
 - Carry out marketing activities to disseminate information about the Parking System using the following channels but not limited to:
 - Website
 - Facebook
 - Outdoor Advertisements
 - Merchant Co-Branding
 - Advertisement in local newspapers
- Information Display Panels:
 - The LED display panels units should indicate available spaces for each parking block face/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.
 - 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 to suit site conditions on designated paid parking areas so that citizen can check the availability of all parking lots ahead in advance and can take the suitable route based on parking availability.
 - In the display panel, only 25 % area can be earmarked by the bidder for display of advertisement. In the display available for advertisement, at least 2 minutes out of every slot of 10 minutes should be used for display of public messages promoted by CCMC / GTN / GOI / CSCL. The 30% of revenue from the advertisement should be shared with CCMC in line with contract terms and conditions.
 - Legal:

- Bear all applicable National, State and local taxes on purchase of equipment.
- Get the necessary licenses and clearances from relevant authorities, such as RBI etc., for processing payments and running other operations to fulfil the requirements of the Parking System.
- Bear all applicable insurance, including vehicle insurance and passenger insurance as required under:
 - Any Financing Agreements
 - Laws of India
 - Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

7.2 Contract Period

This Contract is being granted for monitoring and enforcement of on street parking in the assigned zone(s) for a period of Sixty (60) months or Five (5) years from the date of start of commercial operations, excluding a 6-month period for mobilisation, procurement, installation, training, and testing before the start of commercial operations.

7.3 Training and testing period

During the Training and Testing Period, the Concessionaire shall make available its staff for the purpose of Training provided by CSCL. CSCL and Concessionaire shall use this period to understand the intricacies of operations and fine-tune the System. No fines shall be applicable during 6-month implementation period. This six-month period will include mobilisation, procurement, installation, training, and testing.

7.4 Determination of parking areas

The location of Parking zones and total ECS given in the Tender document is based on preliminary survey and is subject to change anytime during implementation and contract period. The following assignment of parking areas will be applicable on the Commencement Date:

- CSCL will assign to the Concessionaire a set of Parking Zones.
- In each Parking Zone, CSCL will assign to the Concessionaire an initial set of Paid Block Faces with a combined size of at least XX Paid Parking Units.
- In a given Zone, the total number of Paid Parking Units in the Paid Block Faces will not be less than 75 per cent of the number of Parking Units in the Paid Block Faces. The remaining 25 per cent may include free parking for cycles and autos.
- For each assigned Block Face, the Service Provider will propose how to manage

the Block Face in a Management Plan with details as specified in Annex A. The Management Plan must be compliant with the Operating Plan and is subject to review by CSCL.

After a period of 90 days from the COD, parking areas may be modified as follows:

- CSCL may designate additional locations as Paid Block Faces or Paid Parking Lots in the Zones assigned to the Service Provider. Such new areas will have an average Occupancy such that the overall occupancy of Paid Block Faces and Paid Parking Lots in the Zone is at least 60 per cent.
- The Service Provider may request to have any Unpaid Block Face in a Zone designated as a Paid Block Face, subject to CSCL approval.
- The Service Provider may request to have a Paid Block Face or Paid Parking Lot designated as an Unpaid Block Face or Unpaid Parking Lot if the average Occupancy of all Paid Block Faces and Paid Parking Lots in the Zone falls below 60 per cent, subject to CSCL approval.
- If there is a need to create few On-street Parking slots with limited free period, numbers of parking slots in such parking block face and 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 section, at any time during the contract period. The Service Provider will do the survey of these locations and finalize the plan with CSCL. Sensors will be installed, and parking will be operated and managed by the Service provider at these locations in similar manner as to be done in the case of On-Street Parking lots.

Modifications in parking areas must be implemented within 30 days after approval is issued by CSCL.

7.5 Determination of parking fees and fines

CSCL will set Fee Rates and Fine Rates, including the determination of how Fee Rates and Fine Rates will vary by vehicle type, location, and time of day. CSCL may modify the parking fee amount from time to time. Cycle parking will be free as an incentive for the use of this non-polluting mode. Similarly, autorickshaws standing in designated slots will not be charged.

CSCL shall adopt the principle of determining/ revising parking fee rate based on demand and will review it every quarter. If the demand is consistently high (over 90% occupancy on any given section during peak hours), then the parking fee shall be revised upwards. (The upward revision in parking fees will be 50% of the current parking fees. in case of increase in fares, the service provider will be paid

10% of the increased rate per ECS. This may help in preventing backlash from the service provider as demand may reduce on account of rate increase.) CSCL shall also have variable parking rates depending on the time of the day, such as higher rates during peak hours and lower rates during off-peak hours.

CSCL will set Fine Rates for two conditions.

1. Fine for non-payment of Parking Fee in Paid Parking Lot: Parking Fine shall be at least four (4) times the applicable Fee for the given Paid Block Face or Paid Parking Lot, for the duration of non-payment.
2. Fine for Parking in a No Parking Area: The fine shall be at least four (4) times the highest applicable fee in the given Zone for the duration the vehicle is notified by the enforcement agency or traffic police as wrongly parked till such time the owner gets the vehicle released from the custody of enforcement agency or police. In addition, the user shall have to pay applicable fine by the traffic police and towing charge, if any.

7.6 Fine and fee collection

All fee and fine payments in Paid Parking Lots and Paid Block Faces under the Parking System, as well as fines collected for parking in a No Parking Area, shall be credited in full to an escrow account established by CSCL . The Service Provider shall not retain Fee or Fine revenue nor shall it have any right in relation to the Fees or Fines collected. Service Provider shall at no point of time, directly or indirectly, partake any portion of Fees or Fines.

The payment standards for all electronic transaction shall comply with the security norms as mandated by RBI and revised on timely basis. All the damages and liabilities arising out of security failures shall be the responsibility of the Service Provider alone.

7.7 Payment to the Service Provider

The Service Provider shall submit an invoice at the end of each Payment Period specifying:

The total duration of Parking Events by each type of vehicle and by paid/unpaid and legal/illegal status during the Payment Period.

- Applicable Service Charge for the period for each type of vehicle.
- Total revenue collection by CSCL from users and the amount used towards payment of Fees and Fines during the Payment Period.
- Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.
- Supporting evidence, captured from the IT system, verifying the claim.

Service fee to the Concessionaire

The Concessionaire will receive a Service fee for all vehicle parking-hours.

Service fee to the Service Provider will be calculated as follows:

$$\text{Service Fee (S)} = [d_{fee,vehicle}] * [k_{a,vehicle}]$$

Where:

- $d_{fee,vehicle}$ is the combined duration of Parking Events, in hours, for which a Parking Fee was applicable and the User paid the applicable Fee, for the respective vehicle type during a given Payment Period.
- $k_{a,vehicle}$ is the Applicable Service Charge per hour for for the respective vehicle type in a given Payment Period.

Incentives to the concessionaire

In the case of vehicles that have been immobilised, either due to non-payment while being parked in a paid parking spot, or because of parking in a no parking location, the Service Provider will receive an additional amount equivalent to the twice service charge.

$$\text{Incentives (I)} = [d_{fine,vehicle}] * 2 * [k_{a,vehicle}]$$

Where:

- $d_{fine,vehicle}$ is the combined duration of Parking Events, in hours, during which a User did not pay the applicable Fee in a Paid Parking Lot or Paid Block Face, a Fine was applied by the Service Provider, and the Service Provider immobilised or towed the vehicle, for the respective vehicle type,during a given Payment Period.
- $k_{a,vehicle}$ is the Applicable Service Charge per hour for for the respective vehicle type in a given Payment Period.

Penalty to the concessionaire

Penalties shall be applied by CSCL on the Concessionaire for various parameters better defined in the table below. Incentive/penalty metrics are measured from 0:00 on the first day of the Payment Period until 23:59 on the last day of the payment period. A penalty metric only applies if it has exceeded the threshold value during the Payment Period.

CSCL may add/ delete/ change/ modify the incentive and penalty parameters, provided that at least ninety (90) day prior notice shall be given to the Concessionaire before such parameters are applied. Incentive determinations shall be supported by reports of CSCL inspection staff.

A schedule of incentives and penalties with example is presented below.

[Examples have been provided for all metrics. The case considered for simplicity is 10000 ECS occupied, on an average, for 5 hours daily for 30 days in a Payment Period, at an Applicable Service Charge of Rs. 3 per hour.

Combined duration of Parking Events = $D_{fee,vehicle} = 10000 \times 5 \times 30 = 15,00,000$ hours

Applicable Service Charge per hour = $k_{a,vehicle} = \text{Rs. 3 per hour}$

Service Fee (S) = $[d_{fee,vehicle}] * [k_{a,vehicle}] = \text{Rs. 45,00,000}$

Metric	Threshold	Penalty factor(q) (justification)
P (1) On-street signage		
Percentage of static signs not visible / erroneous (each block face should have 1 signage)	0.10% (1 sign board in 1000)	0.2% penalty on service fee per missing sign in 1000 during a given payment period not fixed within 24hrs of being notified as faulty or missing.
<p>Example: 50 signs are missing in 1000:</p> <p>$q = 50$ (No of missing sign in 1000) - 1 (Threshold—1 sign board in 1000) = 49</p> <p>$P(1) = S * 0.2\% * 49 = 30,00,000 * 0.2\% * 49 = \text{Rs. 2,94,000}$</p>		
P (2) Fee collection		
Percentage of failed transactions = failed transactions/total no. of transactions	0.02% of total transactions (2 in 10,000 transactions)	0.1% penalty on their payment per transaction in 10,000 transactions for a given payment period
<p>Example: 50 transactions failed in 10,000 transactions in a given payment period:</p> <p>$q = 50$ (No of failed transactions in 10,000) - 2 (Threshold—2 in 10,000 transactions) = 48</p> <p>$P(2) = S * 0.1\% * 48 = 30,00,000 * 0.1\% * 48 = \text{Rs. 1,44,000}$</p>		

P (3) Enforcement		
P (3a) Number of minutes between notification of a parking violation and clamping	10 min	Forfeit 10% the incentive due for that vehicle for every 1min delay
<p>Example: Car was clamped 15 minutes after a notification and a user did not pay the applicable fee for 2 hours:</p> <p>Incentives (I) = $[d_{fine,vehicle}] * 2 * [k_{a,vehicle}] = 2 * 2 * [3] = \text{Rs } 12$ for this event</p> <p>$q = 15$ (Delay between notification of a parking violation and clamping) - 10 (Threshold) = 5</p> <p>$P(3a_{vehicle1}) = I * 10\% * 5 = \text{Rs } 6$ for this event</p> <p>P (3a) will be the combined penalty for all events — where a User did not pay the applicable Fee in a Paid Parking Lot or Paid Block Face — in Rupees, during which Concessionaire delayed enforcement between notification of parking violation and clamping for each event, during a given Payment Period.</p>		
P(3b) Number of minutes between notification of a parking violation and towing (in case of wrong parking)	10 min	Forfeit 10% the fine payment due for that vehicle for every 1min delay
<p>Example: Car was towed 15 minutes after a notification and a user did not pay the applicable fee for 2 hours:</p> <p>Incentives (I) = $[d_{fine,vehicle}] * 2[k_{a,vehicle}] = 2 * 2[3] = \text{Rs } 12$ for this event</p> <p>$q = 15$ (Delay between notification of a parking violation in a No Parking Face and towing) - 10 (Threshold) = 5</p> <p>$P(3b_{vehicle1}) = I * 10\% * 5 = \text{Rs } 6$ for this event</p> <p>P (3b) will be the combined penalty for all events —</p>		
P (4) Customer service		
P (4a)No.of complaints not resolved	95% of the complaints resolved	2% penalty on the payment per percentage unresolved complaints, if complaints less than 95% is not resolved
<p>Example: 89% complaints resolved in a payment period.</p> <p>$q = 95$ (Threshold—95% complaints to be resolved) - 89 (percentage complaints resolved in the</p>		

particular payment period) = 6		
P (4a) = S * 2% * 6 = 30,00,000 * 2% * 6 = Rs. 3,60,000		
P(4b) Combined number of minutes that the website is out of service	10 min during operating hours (5am to 11:59 pm) in a payment period	0.5% of the payment due in a payment period per minute of downtime beyond the threshold
For example: Website out of service for 38 minutes in a payment period. q = 38 (Combined number of minutes that the website is out of service) - 10 (Threshold) = 28 P (4b) = S * 0.5% * 28 = 30,00,000 * 0.5% * 28 = Rs. 4,20,000		
P (5) Miscellaneous		
P (5a) Unauthorised collection of fees or fines by Service Provider	0	1% penalty on the payment due per every instance in the payment period
For example: Thirty two instances during a payment period P (5a) = S * 1% * 32 = 30,00,000 * 1% * 32 = Rs. 9,60,000		
Modifications of the design of road markings and signage without prior authorisation from CSCL		
	0	Penalty of 50% of the payment due in a given period for every instance
For example: One instance of modifying the design of road markings and signage without prior authorisation from CSCL / CSCL P (5b) = S * 50% * 18 = 30,00,000 * 50% * 1 = Rs. 15,00,000		

$$\text{Penalty (P)} = P(1) + P(2) + P(3a) + P(3b) + P(4a) + P(4b) + P(5a) + P(5b)$$

Payments to the Service Provider will be calculated as follows:

$$\text{Total payment to the concessionaire} = [\text{Service fee (S)} + \text{Incentive (I)}] - \text{Penalty (P)}$$

CSCL will, within a period of seven days from receipt of the invoice, verify the invoice against the records that it has on the Parking System and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by CSCL to the designated account of the Service Provider after deducting any tax deductions at source that CSCL may be obliged to deduct under Indian law.

The payment standards for all electronic transaction shall comply with the security norms as mandated by RBI and revised on timely basis. All the damages and liabilities arising out of security failures shall be the responsibility of the Service Provider alone.

The service provider shall at his own cost get insurance for all the assets on the street, CSCL shall not be responsible for any damage, theft etc.. In the event that any damages or need for repairs to the Project Assets installed by CSCL or Service Provider arises during the Agreement Period on account of Vandalism and theft, the Service Provider shall reinstall/reinstate at his cost such hardware or software or instrument to the original conditions.

Damage to Project Asset due to regular wear and tear under field conditions, or breach of its maintenance obligations or any other obligations specified in the Agreement and/or omission of act by the Service Provider shall be the liability of the Service Provider. In such case Service shall repair and rectify at its own cost the damages to the satisfaction of CSCL . All insurance proceeds if any shall be applied in rectification/repair of Project Assets.

Damages due to negligent driving or accidents by Service Provider personnel or authorised representatives on street shall be the liability of the Service Provider. Any fines levied against the Service Provider or any of its staff or subcontractors by traffic police or any competent authority will be borne directly by the Service Provider. CSCL claims no liability for such infractions.

CSCL shall not be liable to make any other payments such as those arising from maintenance or operations of the Parking System other than the payments described in this section.

7.8 Revision of Service Charge

The Service Charge shall be reviewed and (if applicable) revised on a annually to correct for inflation and compensate the Service Provider for changes in the variable costs of operation.

The Service Charge will be increased (or decreased in case of deflation) at the rate of 75% of the change in the wholesale price index. For example, if the increase in Wholesale Price Index of the present year (of a given payment period) is 10% above the Base Year Wholesale Price Index, then the applicable service charge shall be 7.5% (i.e., 75% of 10%) higher than the Base Year Service Charge.

This is presented in the formula below:

$$k_a = k_b * (0.25 + 0.75 * [1 + (w_p - w_b) / w_b])$$

Where

- k_a is the Applicable Service Charge for the current payment period,
- k_b is the Service Charge for the first payment period (Base Year),
- w_p is the Present Year Wholesale Price Index, and
- w_b is Base Year Wholesale Price Index.

The Wholesale Price Index¹ at the Commencement Date will be defined as the Base Year Wholesale Price Index.

7.9 Timeline

The Service Provider will be expected to meet the following timeline:

Task	<i>Months after signing work order</i>
Submit Parking Operating Manual for review.	1
Submit Parking Management Plans for review.	2
Submit beta website for review.	2
Install on-street signage and road markings.	3
Back office systems operational.	3
Website information and User Accounts operational.	3
Begin accepting applications for User Accounts.	3
Network of shops established for selling Parking Coupons.	3
Training and Testing Period.	4
All shops stocked with Parking Coupons.	4
Commencement Date.	5

7.10 CSCL Responsibilities

- CSCL will provide permission in writing, for use of right of way (ROW), electric poles or any other place/structure for installation of vehicle detection devices, gateways, cables, signages or any other equipment for exclusive usage for any work covered under this Tender document. This would be provided free of cost in CSCL area throughout the Service Provider period, subject to the conditions that

the Service Provider 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.

- 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 CSCL. However, any Civil/Electrical work required will be the responsibility of the Service Provider at his cost.
- CSCL will provide built-up space for setting up of Central Control Centre within CSCL area, free of Cost.
- CSCL will appoint a third party agency to monitor and review the system operations and enforcement on periodical basis.
- At the end of the contract period, all rights given to the Service Provider, shall be terminated automatically.
- CSCL shall provide single window clearance, where CSCL has full control and jurisdiction, to the Service Provider for the purpose of this Tender document.

7.11 Service Provider Responsibilities

The Responsibilities of the Service Provider throughout the contract period shall be as indicated under this Tender document, including:

- Develop, install, operate, maintain and manage all hardware, software and services covered in this Tender document throughout the contract period.
- The Service Provider shall provide connectivity (electrical, network, etc.) to all devices / equipment, such as LED signages including variable messages sign boards, vehicle detection, control system devices CCTVs, Central Control Centre, built / installed under this Tender document, and running, maintenance, operation & management cost of these devices/equipment throughout the contract period.
- The Service Provider 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 Tender document.
- Watch and ward of the assets/ services created in this project. The Service Provider 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.
- 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 contract period of project, at his cost.
- 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 CSCL specifications. The Service Provider shall also indemnify CSCL for any damage due to such structures.

- May utilize street light poles, with prior permission from CSCL, 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.
- CSCL will be the owner of all dismantled existing equipment from the parking lots and all such equipment shall be handed over to CSCL, not later than a fortnight from date of such dismantling.
- All physical assets created under this Tender as per Bill of Quantity (BoQ), except intelligent tow-trucks, will become the property of CSCL at the end of Contract period or at termination of the contract, whichever is earlier, and the Service Provider will not have any legal right on these assets.
- At the end of the contract period of five years, the Service Provider has to hand over all physical assets belonging to the CSCL in proper working condition. In case of any deficiency noticed at the time of such handing over, the Service Provider has to get it rectified at his own cost within 15 days of such handing-over, otherwise, CSCL will get it rectified at the risk and cost of the Service Provider. Performance guarantee of Service Provider will be released only after successful handing over of the all physical assets in working condition to CSCL.
- Any damage to other services arising due to installation or execution or repair or maintenance work by the Service Provider, shall have to be made good by the Service Provider within 72 hours of such damage, failing which CSCL has right to get it done at the risk and cost of the Service Provider and in such case, CSCL will charge double of the cost incurred on making it good from the Service Provider.
- For any complaint registration by users, provisions shall be made by the Service Provider in Mobile App and web portal. Dedicated Whatsapp number shall be provided to citizens for any complaints/suggestions/feedback with regards to

parking. The same shall be monitored by the Service Provider and adequate responses shall be delivered to citizens within 48 hours. The Service Provider shall provide a weekly report to the Superintending engineer, Special projects, CSCL every Monday on the number of complaints received during the previous week (Monday to Sunday) and the number of replies furnished by it to the complainants along with number of complaints on which no response has been made by the Service Provider.

- Failure to comply with the above requirements, will result in a fine of Rs.500/-

per complaint. Weekly reports from the WhatsApp number shall be e-mailed to CSCL official mail Id.

- If the Service Provider allows or do parking, except the parking lots defined in the area, map of which is provided as Annexure-XXX, a penalty as provided under Penalty Clause shall be imposed on the Service Provider. Traffic Police may also impose penalty on the Service Provider, if applicable. Traffic Police/CSCL reserves the right to tow away vehicles parked at such unauthorized places at the cost of the Service Provider.
- The Service Provider shall integrate the parking mobile app and the web portal with the CSCL App (to be developed), and with the CSCL Command & Control Center, as and when such Command and Control Centre will be set-up by the CSCL by itself or through any other Service Provider.
- At the time of completion of implementation period (i.e. six months from the date of handover of the parking lots to the Service Provider by CSCL), the Service Provider shall inform the CSCL in writing for the same along with a list of all the assets (details of equipment, software, services etc.) deployed during the implementation period under this Tender document, including their costs. The Service Provider shall update such assets list on yearly basis throughout the contract period.
- The Service Provider 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 Coimbatore Police / statutory rules & regulations / CSCL for prevention of misuse of parking lots, including usage by anti-social elements, terrorist(s) etc.
- Undertake all measures for Cyber security, protection of information and communication technology systems of this project from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Service Provider will detect analysis and do mitigation of vulnerabilities and protect Central Control Centre including Data Centre from cyber-attacks throughout the contract period.
- Service Provider to deposit BG/FDR/DD of Rs. 25,00,000/- (Rupees Twenty Five lakhs only) as a refundable security deposit with the CSCL, which will be released within three months from the date of end of contract 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.
- The Service Provider is not allowed to sublet/outsourcing the parking lots under this Tender. However, the Service Provider can arrange manpower from any source.

7.12 Transition & Closure

During the closure of the contract, in order to provide a seamless experience for the citizens, CSCL shall decide that the a period no greater that 6 months shall be identified as an overlap period. This will be last 6 months of the contract duration . During this period depending on the quality of service record and roll-out plan for the next parking management plan, the vendor may be asked to at CSCL's discretion to wind up operations in a phased manner.

The vendor is obligated to attend all the meetings called for the transfer of service and shall accord all the necessary help to the next service provider.

This clause does not indicate an automatic diminished responsibility during the closing 180 days. It is intended to provide for a seamless transfer only.

8 Annex A. System specifications

8.1 Parking Operating Manual

The Service Provider will develop an Operating Manual for the System indicating the following:

Parking design

- Procedures for determining parking and no-parking areas.
- Surveys to inform the definition of Paid Parking Block Faces and Unpaid Parking Block Faces.
- Customer information
 - System logo, slogan, and other branding elements.
 - Guidelines for the placement of static signage.
 - Guidelines and specifications for placement of electronic display boards
 - Signage design, including specifications for layout, colour and typeface.
 - Specifications for pavement and curb markings, including layout, colour, and typeface.
- Fee collection procedures.
 - Payment mechanisms for registered users through various modes
 - Payment mechanisms for one time users through parking coupons
- Enforcement procedures
- Maintenance procedures for on-street elements and other equipment.
- IT system and communication protocols.
- Data security.

8.2 Parking Management Plans

The Service Provider will prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Service Provider. For Block Faces, the Parking Management Plan will incorporate the following:

- Clear designation of Parking Facilities and No-Parking Areas.
- The layout and orientation of parking slots, including the type of vehicle permitted.
- Applicable Parking Fee.
- The location and type of static and dynamic signage to be installed.
- The location of shops where parking coupons will be sold.

For Parking Lots, the Parking Management Plan will incorporate the following:

- The layout and orientation of parking slots, including the type of vehicle permitted.
- Applicable Parking Fee.
- The location and type of static and dynamic signage to be installed.
- The location of shops where parking coupons will be sold.

The Parking Management Plans will include maps and plans in GIS format with the preceding details.

8.3 Road markings and signage.

The Service Provider will provide and maintain clear static road markings and signage at each Block Face or Parking Lot with the following information:

- Where parking is allowed and not allowed.
- What type of vehicle may park.
- Permitted parking arrangements (e.g. perpendicular vs. parallel).
- Applicable parking fees.
- An identification number (used when paying parking fees).
- Specific time slots, if the zone is not an all day parking slot.

The road markings will be painted using thermoplastic paint of 2.5 mm thickness or solar based light indicators or any other innovative. The width shall be 100 mm width or as per the specifications issued by CSCL.

In the case of Block Faces, road markings will be displayed continuously for the length of the Block Face and signage will be installed at an interval of at least 20 m. At least one sign should be visible from each Parking Slot along a Block Face.

In case of electronic display boards, the Service Provider will provide and maintain these at ____m interval of each Block Face. 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.

The variable message display shall consist of variable message signboard with local controller. The following are specifications for VMD signage:

- Display real-time occupancy at all on- and-off-street paid parking locations covered under the System.
- Number of available parking slots in each Paid Parking Block Face

8.4 Vehicle detection devices

- Ability to accurately detect if the car bay is vacant/ occupied through appropriate placement within each bay.
- Device should be chosen based on the type of the parking space and external conditions.
- Ability to detect a vehicle irrespective of the depth of device installation.
- Each device shall have its own unique identification in order to be accurately tracked by the System.
- Each device should have an accurate and real time feedback mechanism to be detected automatically by the system in case of faults.

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

8.5 User Accounts

The Service Provider will provide the option of User Accounts for frequent System users. Depending on the need, the system will allow User to create a temporary or permanent account. The User Accounts will have the following features:

- Ability to open an account online, through a smartphone app, or at a customer service kiosk.
- Required data to open an account include the user's name, address, mobile number, and vehicle license plate number(s).
- Ability to recharge the account using net banking, credit and debit cards, coupons, and other electronic wallets, via online portal or smart phone application.

8.6 Coupon distribution network

The Service Provider will be responsible for printing coupons with unique number printed under a scratch-off portion or scanned barcode or completely electronic and validity period as specified by CSCL. The Service Provider is also responsible for monitoring the coupon distribution and its validity. The Service Provider will develop a network of local shops where parking Coupons are sold. The shops will have the following capabilities:

- Ability to sell parking coupons of various denominations with a unique identification number revealed only after the card has been purchased (e.g. through a scratch-off system or equivalent method).
- Clear external and internal signage indicating that parking coupons are sold.
- Open at all times that a Parking Fee is applicable in the nearby Paid Parking Block Faces or Lots.

The Service Provider is responsible to monitor the recharge distribution and its validity.

8.7 Fee payment system

The Service Provider will create a fee payment system by which users can pay parking fees using a mobile phone SMS or smart phone application. The payment system will:

- Register the beginning and end of a Parking Event through a text message or through a smart phone application.
- Send an alert when the duration of the Parking Event is about to exceed the user's balance.
- Send a response/confirmation message for all user actions.
- Handle transactions by users with User Accounts as well as users with Parking Coupons.

- Have the ability to differentiate charges based on:
 - Type of vehicle.
 - Duration of the Parking Event.
 - Location.
 - Time of day.

The Users can pay parking fees alternatively through Coupons for a period of 3-5 months from commencement date to allow for user convenience and familiarity with the System. The number of transactions made through Coupons shall not exceed 20% of the total payment transactions per day during the contract period.

The Service Provider WILL NOT collect cash from users as payment of fee or fine for parking. All transactions shall be through the online platform. The service provider should ensure that facilitators are available at site for the initial period of three months to help users with the parking payment system.

8.8 Entry control system for off-street lots

The Service Provider will provide an entry control system for off-street public parking areas that meets the following criteria:

- Ability to record the vehicle's license plate number upon entry and exit.
- Real-time communication with the IT system.
- Ability to notify enforcement personnel if a vehicle has overstayed the paid period.

The Service Provider may establish kiosks at off-street parking locations to sell parking Coupons. However, the Service Provider will not carry out direct cash collection from Users.

8.9 Third party integration

The Service Provider should provide adequate possibility for integration with established third party services and applications (public or private) and also within existing online payment instruments like bank payment accounts and allow for the integration of User Accounts with a common transport payment system in the future.

The application should provide an API manual for third party applications to integrate with the parking system. The application should have provisions to integrate with emergency response services.

8.10 Enforcement system

The Service Provider will operate enforcement activities as follows:

- Conduct periodic random checks of a sample of vehicles in all Paid Parking Lots and Paid Block Faces to determine if the vehicles are paid or unpaid. The checks should be carried out at least every 40 minutes or a frequency where unpaid parking events in designated slots are likely to happen depending on the location,

whichever is lower and will rely on verification of the vehicle license plate number. The system will create a record for every vehicle observed with details such as the time of observation and license plate number.

- The Service Provider will procure and operate immobilisation devices for cars, two wheelers, autorickshaws, and other common vehicle types found in the Service Provider's Zones.
- The Service Provider 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 Service Provider.
- If a vehicle in a Paid Parking Lot or Paid Block Face is found to be unpaid, the System will immediately record the violation in the IT system and place a fine on the vehicle record. The Service Provider will take photos to document the location and license plate of the vehicle. The Service Provider will immobilise the vehicle and the System will alert the vehicle user by text message or through a Smartphone application. Recording of the violation and immobilisation will occur after a grace period of 10 minutes or the time of observation specified by CSCL. If the vehicle user pays the Parking Fee before the end of the grace period, the System will not record a violation. Identification of an unpaid vehicle starts a Parking Event.
- If a vehicle has parked in No parking or wrongly parked, the enforcement officer will take photos to document the location and license plate of the vehicle. He will notify the System as well as the Traffic police and then tow the vehicle (in case the vehicle is obstructing traffic movement) to the towing yard. In absence of a towing yard, the Service Provider will tow the vehicle to the nearest available parking space/slot at his own discretion.
- The immobilisation device will be removed after the fine has been cleared or control of the vehicle has been transferred to a concerned authority. Removal of the immobilisation device ends the Parking Event.
- Users may pay Fines online or with prepaid coupons. The Service Provider will not collect payments for Fines at any other locations.
- The system must record and archive images of all parking violations.

8.11 IT system and Control Centre

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 CSCL network of services. It shall consist of the following:

- Centralized System for CCTV based Security with video wall for live monitoring.
- Equipment health monitoring and generates alerts
- Centralized data storage and its management
- Integration with third party shared services
- Online backup of all data in CSCL Command and Control Centre

The Service Provider will operate a Control Centre with the capability to provide summary reports and real-time information to CSCL including but not limited to the following:

- Number of vehicles parked on each Block and in each Zone
- Details for each Parking Event:
 - Vehicle license plate number
 - Vehicle type
 - User ID
 - Start time
 - End time
 - Location (zone, facility/block number)
 - Applicable Fees
 - Payment status
 - Applicable Fines
- Details on enforcement for the activities of all enforcement staff:
 - Assigned itinerary
 - Actual path taken
 - Details of vehicles checked
 - Details of vehicles immobilised
- Provide live update from parking lots and number of free spaces to the website and mobile app
- Provide status of equipment health monitoring and generates alerts
- Provide centralized data storage and its management

- Provide fallback mechanism in-case of communication failure, for the parking management on the streets to continue without causing street disruptions.
- All software and communication interfaces must be compatible with CSCL systems or software and communication interfaces provided to CSCL (e.g. phones, computers, etc.).
- Computer terminals and communications equipment allowing Service Provider staff to monitor station status.
- Ability to provide internet-based system usage information to CSCL and third parties on a real-time basis.
- Ability to prepare monthly reports on system usage.

The Service provider must provide the following details to CSCL in real-time basis during the course of the contract.

The Service Provider's IT system including website and App should embed or integrate with CSCL's website or at a location so directed by CSCL. In which case, all the functionality must happen within the frame and must not redirect user to another website.

Access to the all the databases via web services (REST API) with the data formats preferably in JSON / XML / CSV formats. (The minimum update frequency shall be the lowest frequency between parking events)

The Control Centre will serve as a single point of contact for CSCL to communicate with the Service Provider as and when needed.

8.12 Website

The Service Provider will develop a website on Open standard platform and integrate with any other portal products such as HTML, XML, web services and WSRP. The website shall be browser independent and responsive to run on all leading browsers.

The Service Provider will create a website with the following functionality:

- Create and manage upto date all applications, content, data and information to Coimbatore Parking management on online portal as well as mobile app throughout the contract period.
- Displays real-time occupancy at all on- and-off-street paid parking locations covered under the System.
- Displays current information on parking fee levels on all streets covered under the System.
- Displays a map of shops where parking coupons are available.
- Provides a user account section with the ability to create a user account, modify the user profile, recharge the user's prepaid account, or pay fines.
- Displays real-time fines issued and collected.
- Available in Tamil and English.
- The website must consistently have a page speed score of 75+/100 for both desktop and mobile site for a visitor load of 7500 simultaneous transactions per hour.
- Ability to handle 10,000 page views per day.
- Typical 3 click request for most information on the website.
- The entire website must be embeddable within the CSCL website or at a location so directed by CSCL. In which case, all the functionality must happen within the frame and must not redirect user to another website.
- A section on frequently Asked Questions (FAQs) related to parking, and their related responses.
- The website should have an uptime of 99% as specified by CSCL.

8.13 Smartphone application

The Service Provider will create smart phone applications compatible with major Smartphone operating systems including iOS, Android, Windows & Blackberry used by the membership base (as calculated through membership surveys) along with a Vendor Agnostic Web Service. The development shall be done in a Hybrid Integrated Development Environment (IDE) for consistency in feature rollouts. The Smartphone application shall be developed to have the following functionality:

- Displays real-time occupancy at all on- and-off-street paid parking locations covered under the System and specific parking areas near the user's location.
- Displays current information on parking fee levels on all streets covered under the System.
- Displays a map of shops where parking coupons are available.
- Provides a user account section with the ability to create a user account, modify the user profile, recharge the user's prepaid account, or pay fines.
- Displays real-time fines issued and collected.
- Responsive interface to facilitate use on a wide range of devices with different sizes.
- Provide the User with 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
- Available as well support unicode and be multilingual in at least English and Tamil
- Typical response time shall be 2-3 seconds or as per the industry standards.
- A section on frequently Asked Questions (FAQs) related to parking, and their related responses.
- Must be scalable and technically adaptable to integrate with common mobility/smart card in future.

8.14 Customer information & marketing

The operator will be required to market the System with a focus on encouraging proper parking in the city. The operator is encouraged to use traditional marketing techniques as well as modern marketing using web technology and IT systems. The marketing campaign must comprise but is not limited to the following:

- Information on the System website:
 - How to use the parking system, including user accounts, parking coupons, fee payment, and fine payment.
 - A regularly updated blog with news about fee structures, changes in parking rules,
- Regular updates about the system, user tips, photos, and other information on important social media platforms like Facebook and Twitter.
- Regular press interactions to disseminate information on System features and benefits.
- Launch phase for three months starting on the Commencement Date including:
 - Marketing events and temporary customer service kiosks at popular on-street parking locations.
 - Membership drive to encourage people to set up User Accounts.
 - Outreach to business associations, resident welfare associations, and other local stakeholders.
 - Advertisements on the radio and print media.
- For any complaint registration by users, provisions shall be made by the Service Provider in Mobile App and web portal. Dedicated Whatsapp number shall be

provided to citizens for any complaints/suggestions/feedback with regards to parking. The same shall be monitored by the Service Provider and adequate responses shall be delivered to citizens within 48 hours.

8.15 Real-time Monitoring and Dynamic MIS Reporting

- Shall include central reporting system establishing the connection between the devices and sensors and the Central Control Center.
- Solution shall include reporting dashboards with location specific thresholds to be set for generating customized reports.
- Shall be capable of monitoring the number of vehicles entering/ exiting the parking premises during any given time.
- 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.
- 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;
 - Transaction details, time wise, period wise and shift wise
 - Systems Reports including Gate Statistics, System Runtime, and System Reboot.
 - Daily & Monthly Summaries
- Shall be implemented in the Integrated Industry Standard Open Platform to manage, monitor and control the Smart parking initiative.
- Shall monitor and configure all devices with respect to parking (sensors, displays etc.).
- Shall control the system functionality and enable remote monitoring from other computers.
- 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
- Shall provide real time status of all system components.
- Should issue notifications if a car is abandoned after the requisite period of time.
- Shall have historic log for available spaces, period of time.

9 ANNEX B. FORMAT FOR LETTER OF APPLICATION

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date: _____

To,

Managing Director,
Coimbatore Smart City Limited,
2nd Floor, Jnnurm Building,
Coimbatore Municipal Corporation Campus,
Townhall,
Coimbatore 641 001,
Tamilnadu

Sir,

Being duly authorized to represent and act on behalf of _____ (here-inafter "the Bidder"), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No. _____, the undersigned hereby applies to be qualified by you as a Service Provider for the Coimbatore Parking System.

Attached to this letter are certified copies of the following original documents:

- The applicant's legal status
- The applicant's principal place of business
- Documents evidencing the incorporation/registration of the firm, including place of incorporation
- Memorandum of understanding (in case of consortium/joint venture), indicating share of the consortium member in equity of the proposed joint venture company
- All documents as specified in Technical Bid and RFP in respective envelopes.
- The EMD/Bid Security amount of Rs.5,00,000 (Rs Five lakh) vide DD no. _____ dated _____ of bank _____ drawn in favour of _____ and payable at _____ (city).

The CSCL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects thereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

This application is made in the full understanding that:

- Our bid and any information submitted for at the time of bidding will be subject to verification by CSCL.
- CSCL has reserved the right to:
 - Amend the scope of work for the Parking Management System. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
 - Reject or accept any application, cancel the Technical Bid, the

qualification/Bid process, and reject all applications; and

- CSCL shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

We confirm that we agree with the terms and conditions provided in RFP/Technical Bid.

The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by CSCL.

The undersigned declares that the statements made and the information provided in the application is complete, true and correct in every detail.

Signed,

[Name]

For and on behalf of [name of Bidder or Consortium/Joint venture]

10 ANNEX C. FORMAT FOR GENERAL INFORMATION

(To be submitted with hard copies of the each document for each firm in case of consortium/joint venture.)

Name of Firm	
Head office address	
Contact Person	
Telephone	
Fax	
Email	
Place of incorporation/registration	
Year of incorporation/registration	
No of employees	
Legal status of firm (company/partnership/proprietorship, etc.)	
Registration/incorporation documents	
If applying as a joint venture, the status of the company in the joint venture	
Ownership structure, business growth revenue details, staff details and/or capability statement.	
Management team	
Products/services offered	
Annual sales volume (in rupees)	
Major clients	
Business partners (and the services/products they offer	

History of litigation or claims made against the Applicant and all partners during the three years immediately prior to the Closing Time	
History of bankruptcy filings by the Applicant and all partners during the three years immediately prior to the Closing Time	

11 ANNEX D. FORMAT FOR ELIGIBILITY

The Service Provider will also complete the following forms, including an indication of whether each of the stated categories is unable, meets or exceeds the requirements (outlined in Annex A). The form is to be submitted for each firm in case of consortium/joint venture.

11.1 Technical eligibility

Time Period	City	In IT-based operated by the Bidder, the number of user transactions during the specified time period	Does not meet requirements	Meets Requirements	Exceeds Requirements
DD/MM/YYYY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YYYY					
DD/MM/YYYY					
DD/MM/YYYY					

Time Period	City	In IT-based Parking Systems operated by the Bidder, the number of field staff employed during the specified time period	Does not meet requirements	Meets Requirements	Exceeds Requirements
DD/MM/YYYY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YYYY					
DD/MM/YYYY					
DD/MM/YYYY					

Time Period	City	Experience with developing website and mobile applications	Does not meet requirements	Meets Requirements	Exceeds Requirements
DD/MM/YYYY	[City 1]				
	[City 2]				
	[City 3]				
	[etc.]				
DD/MM/YYYY					
DD/MM/YYYY					
DD/MM/YYYY					
DD/MM/YYYY					

The Service Provider will provide details of the below aspects of the Parking System to be supplied to CSCL in a separate document.

Category	Description	Does not Meet Requirements	Meets Requirements	Exceeds Requirements
IT system				
Software	Provide an overview of software, compatibilities and where it is used elsewhere. Discuss the proposed license plate recognition system in detail			
Payment gateways	Specify each payment gateway; accepted methods of payment; data security; time (delay) between payment and reflection in system			
Hardware	Describe the types of devices to be used by enforcement personnel in the field			

Control centre	Detail the real-time information flow including but not limited to the type, mechanism, security of the information and back-up mechanisms			
Database security	Specify data security against external and internal breaches; reference compliance with Indian law			
Operations				
Fee collection	Describe User interaction for fee payment, including payment via User Accounts and Coupons			
Enforcement protocols	Describe the on-street protocols for identification of unauthorised parking and the operator's response through immobilisation. Describe the type of immobilisation device to be used for each type of vehicle.			
Maintenance	Describe preventative maintenance procedures for hardware and software.			
Overall staffing requirements and plan	Provide an organizational chart with staffing estimates; qualification requirements; specify part-time/full time employees. Include total jobs created.			
Customer information				

Website	Provide a site map			
Smart phone applications	Describe apps to be created, platforms they will run on, examples of existing apps. Ability to work with third parties on apps			
Customer service	Describe the customer service operational plan and infrastructure requirements (building, IT, other)			
Marketing	Describe marketing capacity (in-house vs. outsourced), conventional and innovative marketing techniques; briefly describe campaign ideas to meet requirements outlined			

11.2 Financial eligibility

Financial year	Turnover during the last three financial years (attach audited annual report and chartered accountant certificate)
Year 1	
Year 2	
Year 3	

Year 3 must be the most recent year for which an audited financial statement is available, and the three years must be consecutive.

12 ANNEX E. FORMAT FOR FINANCIAL BID

Service Charge (charge per car parking slot per hour) for operating the Coimbatore Parking System	
---	--

[Signature]

[Company stamp]

13 Annex F. Formats for Power of Attorney and Memorandum of Understanding for consortium

13.1 Power of Attorney

Dated this _____ day of _____ 2017

Know all persons by these present that We, _____ and _____ (hereinafter collectively referred to "the consortium / joint venture") hereby appoint and authorize _____ as our attorney.

Whereas the CSCL ("CSCL ") has invited applications from interested parties for the Coimbatore Parking System (hereinafter referred to as "the Project"),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to CSCL to follow up with CSCL and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____ 2017.

[Signature]

For and on behalf of

[Company]

[Signature]

For and on behalf of

[Company]

13.2 Memorandum of Understanding

Know all men by these present that we, _____ and _____ (herein after collectively referred to "the consortium / joint venture") for execution of tender.

Whereas the CSCL has invited tenders from the interested parties for the Coimbatore Parking System.

Whereas the members of the consortium / joint venture are interested in bidding for the work of _____ in accordance with the terms and conditions of the RFP/tender.

This Consortium / Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as _____.

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender. _____ is the Lead Member of the Consortium.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____.

13.3 Notes

For the purposes of Memorandum of Understanding and Power of Attorney:

- The agreements are to be executed by the all members in case of a Consortium.

- 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 and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

14. ANNEX G. FORMAT FOR UNDERTAKING

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document(s) submitted therewith is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and agree to be liable to any punitive action for furnishing false information / documents.

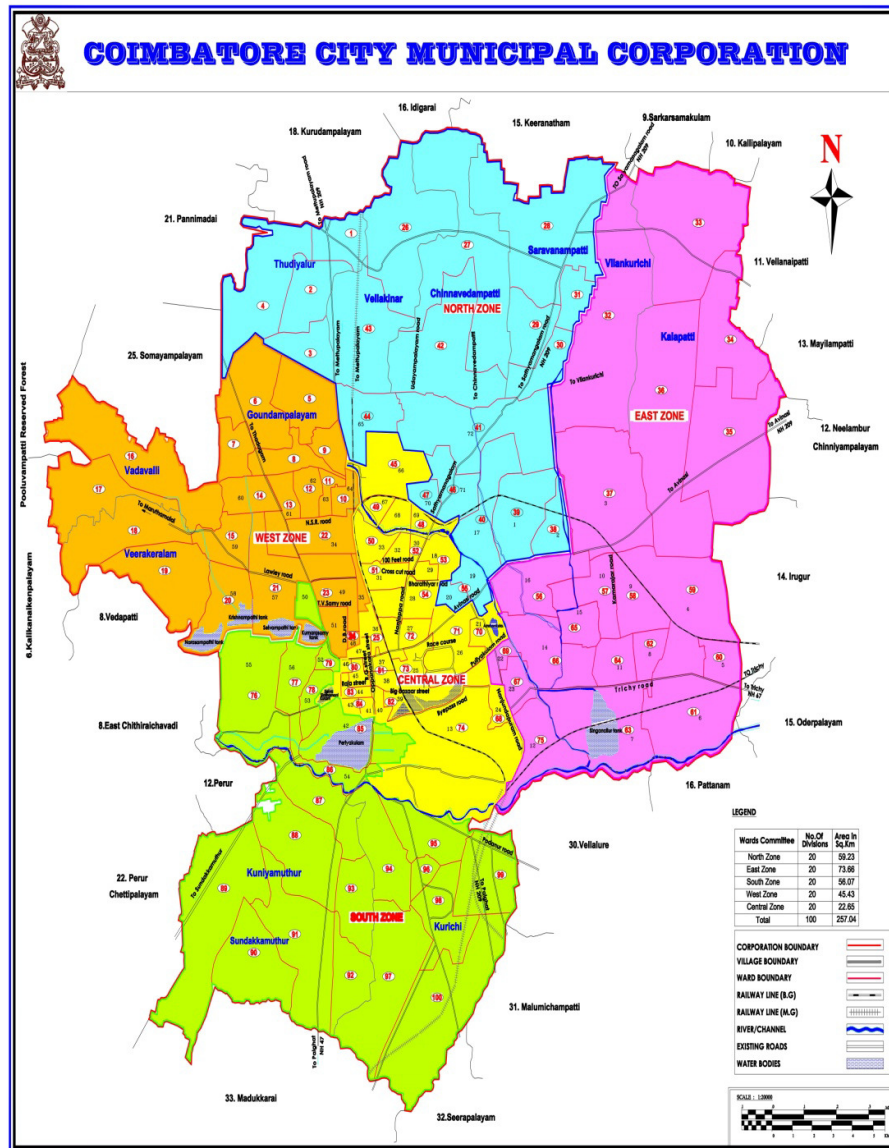
Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

15 ANNEX I. PARKING ZONES AND PAID PARKING BLOCK FACES



Zone	Identified Streets	Length (m)	Approximate Paid Parking Slots (ECS)
1	Vysial Street (one side)	460	60
	Oppanakara Street (one side)	1,100	143
	Rangai Gounder Street	2,240	291
	N.H. Road (Nawab Hakim)	3,800	494
	Raja Street (one side)	800	104
	Edayar Street (one side)	730	95
	Variety Hall Road	1,060	138
	Big Bazar Street	1,190	155
	Thomas Street	1,600	208
2	Thiruvencatasamy (TV Samy) Road	2,320	302
	Cowley Brown Road	2,760	359
	Mettupalayam Road	2,400	312
	Diwan Bahadur Road	2,080	270
3	Bharathi Park Road	3,140	408
	Dr. Alagesan Road	3,240	421
	NSR Road	3,660	476
4	Cross Cut Road	3,460	450
	Sthyamurthi Road	2,040	265
	Dr. Nanjappa Road	3,120	406
	100 Feet Road	2,400	312
	Power House Road	140	18
5	Race Course Road	2,560	333
	Govt. Arts College Road	1,840	239
	State Bank Road	1,200	156
	Post Office Road	600	78
	Kamaraj Road	2,920	380
	Avinashi Road	4,400	572
	GD Naidu Street	581	75
Total		33,400	7,520