

Request for Proposal


For

**Selection of an Agency for Operations, Management and
Collection of Parking Charges Using FASTag for four/six
wheelers and UPI/NCMC/QR for two wheelers in MCD
Owned Public Parking Spaces
(01 Cluster)**



RFP No. Ac/Kpc/MCD/2024/D-3344
Dated: 07/03, 2024

**Municipal Corporation of Delhi
Remunerative Project Cell
Block - E1, 25th Floor, Dr. SPM Civic Centre
Minto Road, JLN Marg, New Delhi – 110 002**


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Remunerative Project Cell, MCD


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1 DISCLAIMER

- 1.1 Though adequate care has been taken while preparing this Request for Proposal (hereafter referred as RFP, e-tender document, tender document, or tender) the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
- 1.2 The information contained in this tender whether subsequently provided to the bidders, ("Bidder/s") verbally or in documentary form by Municipal Corporation of Delhi (MCD) (henceforth referred to as "MCD" in this document) is provided to Bidders on the terms and conditions set out in this tender document and any other terms and conditions subject to which such information is provided.
- 1.3 Municipal Corporation of Delhi (MCD) reserves the right to modify, amend or supplement this tender document.
- 1.4 While this tender document has been prepared in good faith, neither MCD nor their employees or advisors or consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document, even if any loss or damage is caused by any act or omission on their part.
- 1.5 The issue of this tender document does not imply that MCD is bound to select a Bidder or to appoint the selected bidder (as defined hereinafter), and MCD reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 1.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its price bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by MCD or any other costs incurred in connection with or relating to its price bid. All such costs and expenses will remain with the Bidder, and MCD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.
- 1.7 The MCD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.


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- 1.8 The MCD and its employees or advisors or consultants make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.
- 1.9 The MCD also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.
- 1.10 The MCD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.



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2 NOTICE INVITING TENDER

- 2.1 Assistant Commissioner, Remunerative Project Cell, on behalf of the Commissioner, Municipal Corporation of Delhi (MCD) invites bids through open e-tender from reputed agencies (whose eligibility criteria defined in this RFP) for **"Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"**
- 2.2 **Concession/License Period:** The project is proposed to be given to the bidder for **Collection (Parking Charges), Operation and Management of MCD owned Public Parking Spaces** for a period of 3 (three) Years with further extension of 2 (two) Years on mutually agreed terms and condition, from the date of satisfaction of the conditions of precedent as per the concession/license agreement. MCD shall have the right, subject to Applicable Laws and provision of this Agreement to extend the Concession/license Period for a term as mutually decided by the Parties by issuing a notice to the Concessionaire by no later than [6 (six)] months prior to the date of expiry of the Concession/license Period.
- 2.3 **Gestation Period:** 15 (fifteen) days of gestation period shall be provided to selected bidder post completion of condition precedent.
- 2.4 **Parking Site:** The project has been divided into one cluster, bidders can apply for the same. For participating in the Tender process, the bidder has to submit separate Tender document fees, Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) as defined in clause 2.12 and 7.6 of this document. The bidder can refer Annexure 1 for details regarding location, zone, ECS and Reserve Monthly License fees.
- 2.5 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority/MCD shall be entitled to forfeit and appropriate the Bid Security or Performance Security/Interest Free Security Deposit, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority/MCD and not by way of penalty for, inter alia, the time, cost and effort of the MCD, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to MCD under the Bidding Documents and/ or the Concession /License Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:


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- (i) A constituent of such Bidder is also a constituent of another Bidder other than NETC empanelled banks; or
- (ii) Such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (v) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.6 MCD shall receive Bids (e-tender) pursuant to this 'RFP Document', in accordance with the terms and conditions set forth herein and as modified, altered, amended and clarified from time to time by MCD in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms and conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the sites and familiarize themselves with the proposed arrangements and all activities, necessary in this regard.

2.7 MCD has adopted e-tender Process to select a suitable Highest Bidder (H1) to grant concession/license for **"Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"**

2.8 The bidder may submit the duly filled up tender documents online on or before the prescribed date and time mentioned in the tender schedule and the same may be opened as per the scheduled time mentioned in the RFP at **Remunerative Project Cell, Municipal Corporation of Delhi, Block – E1, 25th Floor, Dr. SPM Civic Centre, Minto Road, JLN Marg, New Delhi – 110 002.**

2.9 DUE DILIGENCE BY BIDDERS

Submission of bid shall be deemed to have been done after careful study of the parking sites and examination of the tender document with full understanding of its implications. The response to this tender should be full

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and complete in all respects. Failure to furnish all information required by the tender documents not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Tender.

2.10 DOWNLOADING TENDER DOCUMENTS

Tender document can be downloaded from <https://etenders.gov.in/up> to the scheduled date and time.

2.11 COST OF THE TENDER

The cost of the tender document (non-refundable) of Rs.11,800/- (Rs.10,000/- plus 18% GST) to be deposited online as per below bank account details:

Name of the Bank	Bank's Address	Account Name & Number	Account Type	IFSC Code & MIRC Code

2.12 EARNEST MONEY DEPOSIT (EMD)

The bidder, who wishes to apply for FASTag parking Tender-III Cluster 01, has to submit respective EMD.

Detail of EMD

Cluster	EMD
Cluster 1	Rs. <u>2,15,160/-</u>

Bank Detail: The EMD (hereafter referred as bid security) to be deposited online as per below bank account details:

Name of the Bank	Bank's Address	Account Name & Number	Account Type	IFSC Code & MIRC Code

The Bids of the Bidders who fail to submit the bid security on or before the specified date and time shall be summarily rejected.

It is also mandatory to deposit the physical copy (receipt/acknowledgement) of the EMD superscripted as "Earnest Money" with name of the Project and due date of opening date of bid also mentioned thereon, to be submitted online.

- 2.12.1 The EMD of the unsuccessful bidders shall be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract. MCD will not be responsible for any

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interest loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.

- 2.12.2 The EMD of the successful Bidder shall be refunded on the receipt of Performance Security/Guarantee/Interest Free Security Deposit. If the selected bidder fails to comply with the said stipulation, the EMD amount shall be forfeited at MCD's sole discretion, automatically without any notice to the selected bidder.
- 2.12.3 The EMD will be forfeited by the MCD on account of one or more of the following reasons:
- The Bidder withdraws its Proposal/bid during the period of proposal validity.
 - Bidder does not respond to requests for clarification of its proposal.
 - In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.
 - In case it is found that the bidder/s has furnished misleading/wrong or fraudulent information/documents or information furnished by them is not found to be true, the Earnest Money /Performance Security/Interest Free Security Deposit of the bidder/s will be forfeited.
- 2.12.4 MCD shall not be responsible for delay in online submission of tender due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 2.12.5 The MCD reserves the complete right to cancel the bid process and reject any or all of the Bids
- 2.12.6 No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.


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3 BID SCHEDULE

S.No.	Particular	Description
1	Date of Issue of NIT	07.03.2024
2	Date of Sale of Tender Document (Online)	08.03.2024 FROM 09:00 AM onwards
3	Date and Time of Sale of Close of Tender Document (Online)	14.03.2024 upto 03:00 PM
4	Date of receipt of pre-bid queries	11.03.2024 upto 03:00 PM
5	Date of Pre-bid meeting	11.03.2024 at 03:00 PM
6	Venue of pre-bid meeting	Conference Hall, 20 th floor, Civic Centre, Minto Road, New Delhi- 110002.
7	Date and Time of submission of Tender/Bid i.e., Bid Due Date	14.03.2024 upto 3:00 PM
8	Date of Opening of Technical Bids	15.03.2024 from 03:00 PM onwards
9	Date of Opening of Financial Bids	To be notified later
10	Date of Issue of LOA	To be notified later
11	Validity of Bid	180 Days from the bid due date


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4 SCOPE OF WORK

- 4.1. The successful bidder shall be collecting (parking charges), operating, and managing the MCD owned public parking spaces on behalf of the MCD as per the terms and conditions of the concession/license agreement.
- 4.2. The selected bidder has to comply to the MCD parking policy and its amendments from time-to-time along with other national/state/local government acts, policies, and guidelines such as DMC Act 1957, the Motor Vehicles Act, 1988, Delhi Maintenance and Management of Parking Places Rules, 2019, etc. The selected bidder shall comply with the rules & regulations notified by Labour Department of Central Government and State Government from time to time.
- 4.3. **Procurement, installation and operation of RFID based Automatic Parking management system through FASTag.**
 - 4.3.1. Conduct a detailed assessment of the parking spaces and their infrastructure to determine the optimal placement of RFID readers and equipment.
 - 4.3.2. To procure and install infrastructure such as NETC RFID Reader, Cameras, System antennas, lane controller and other associated hardware for the designated parking spaces and to provide parking information displays at entry point of parking site. Every vehicle entering the parking will be captured through both FASTag as well as ANPR. The two wheelers not carrying FASTag will nonetheless be covered by ANPR. "Lane Controller" here implies that the concessionaire shall provide the facility of guidance system to direct drivers to available parking slots through LED signages and through mobile app. There shall be dissemination of real time parking slot information through the mobile application as well as LED variables displays at the entrance of the parking.
 - 4.3.3. To procure, purchase & install Android and IOS based Parking App for smooth parking management.
 - 4.3.4. Integrate the RFID/FASTag technology with the parking management systems, payment gateways, and database for automatic fare collection.
 - 4.3.5. Conduct thorough testing and quality assurance to ensure the proper functioning of the system.
 - 4.3.6. Monitor and manage the RFID/FASTag system on a day-to-day basis to ensure accurate and reliable data collection and processing.
 - 4.3.7. Establish protocols for data management, including the storage, retrieval, and analysis of parking-related information.
 - 4.3.8. Implement automated billing and payment systems to facilitate seamless transactions such as latest digital POS devices for the parking transactions.
 - 4.3.9. Ensure the availability of customer support services to address user inquiries, complaints, and technical issues.


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- 4.3.10. Regularly update and maintain the RFID/FASTag infrastructure to ensure optimal performance and minimize downtime.
- 4.3.11. The indicative list of software shall include parking management software, back end system, communication protocols, data Storage and analysis, user interfaces, etc.
- 4.3.12. The selected bidder has to adhere to the technical and functional requirement of the software and hardware as defined by NHA/ MoRTH/ IHMCL documents for end-to-end management of the NETC for collection of parking charges.
- 4.4. Revenue Collection, Management and Payment of Monthly License Fees**
- 4.4.1. The selected bidder has to adhere to the National Electronic Toll Collection (NETC) procedure guidelines for parking charges collection, clearing and settlement for the settlement of parking charges collected through FASTag.
- 4.4.2. The Selected bidder shall collect the parking charges using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers.
- 4.4.3. **Monthly License Fees:** The selected bidder (H1) has to submit 4 (Four) months of Quoted Monthly License Fees (MLF) along with Security Deposit/Performance Guarantee at the time of acceptance of Offer Letter/Letter of Award issued by RP Cell.
- 4.4.4. **Adjustment of advance Monthly License Fees:** The Monthly License Fees for 4 (Four) months shall be adjusted in two phases, during the first phase the first 2 months advance MLF will be adjusted against the first two months of License fees and remaining 2 Months Advance MLF will be adjusted in the last two months of concession period/license period. Thus, the license fee from the succeeding month shall be payable on or before last day of the preceding month, the Bidder has to submit 2 (two) months of advance Monthly License Fees by 28th day of every month.
- 4.4.5. **Site Possession:** The H-1 bidder has to take possession of the parking site on or before 7 working days after the completion of condition precedent/formalities. If the H-1 bidder does not turn up to take the possession of the parking site (after completion of formalities as above), they will be liable to pay MLF immediately from the 8th working day. In case the site in question is still running as per valid terms and conditions, and the period of contract of the existing contractor will be expired in near future, in that case the site will be handed over to you on the next day of expiry of the existing contract and MLF will start from that day. However, formalities under para 4.4.3 & 4.4.4 must be complied within stipulated time frame as mentioned therein.


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4.5. Management Information System (MIS)

- 4.5.1. Generate regular reports on parking occupancy, revenue collection, and enforcement activities.
- 4.5.2. Provide data analysis and insights to optimize parking operations, identify trends, and make informed decisions.
- 4.5.3. Utilize analytics to improve parking space utilization, optimize resource allocation, and enhance user experience.
- 4.5.4. Provide parking Data in Real Time through the software-based Real Time Dashboard to MCD.

4.6. Operations and Management

- 4.6.1. To deploy atleast 2 (two) manpower for the operation and management in each parking spaces on 24/7 basis i.e., twenty-four hours a day, seven days a week.
- 4.6.2. A list of all the deployed employees by the selected agency shall be submitted along with their details (as desired by MCD) to MCD before the commencement of the operation and maintenance of the parking spaces.
- 4.6.3. Ensure designated parking areas and facilities for differently-abled people in compliance with Government standards and guidelines.
- 4.6.4. Ensure regular cleaning, maintenance and repair of the parking infrastructure including electric fittings, fire lighting fittings, exhaust fans, ramps, kerbs, signages, markings, and parking spaces in a clean condition along with proper waste management.
- 4.6.5. Ensure effective traffic management strategies to optimize the flow of vehicles within the parking spaces.
- 4.6.6. Install appropriate signage and markings to clearly indicate accessible parking spaces and accessible routes.
- 4.6.7. All the service/utilities charges such as electricity, water, internet and other RFID/technology related charges shall be borne by the successful bidder.
- 4.6.8. Coordinate with MCD for specialized maintenance tasks, such as structural repairs.

4.7. Compliance and Adherence to statutory and regulatory guidelines

- 4.7.1. Ensure compliance with relevant laws, regulations, and data protection requirements pertaining to the operation and management of parking spaces and the use of RFID/FASTag technology.
- 4.7.2. Implement appropriate security measures to safeguard user data and prevent unauthorized access or data breaches.

4.8. Security and Safety:

- 4.8.1. Implement comprehensive security measures to ensure the safety of the

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parking spaces and users.

- 4.8.2. Install surveillance cameras at strategic locations to monitor the parking areas and deter unlawful activities.
- 4.8.3. Integrate the surveillance system with the RFID/FASTag infrastructure for enhanced security monitoring and incident detection.
- 4.8.4. Implement access control mechanisms such as boom barrier or gates setup, to regulate entry and exit points.
- 4.8.5. Conduct regular safety inspections of the parking spaces to identify and address potential hazards or risks.
- 4.8.6. Provide adequate lighting in the parking areas to enhance visibility and discourage criminal activities and also install fire fighting systems.

4.9 Parking Enforcement/Towing/Lock

- 4.9.1 The Concessionaire shall deploy Intelligent Tow Truck for removal and storage of illegally parked vehicles within vicinity of the parking site and shall be accompanied by MCD/Delhi Traffic police personnel. The Concessionaire will tow/remove vehicles parked in an unauthorized manner to the nearby parking space/ Municipal Store which is less utilized or at space designated for this purpose by MCD from time to time. MCD will charge removal and storage charges as prescribed by MCD from the owner of the vehicle. The removal and storage charges for each vehicle will be handed over to the Concessionaire @50% of total collection on this account. The removal and storage charge will be as per rates prescribed vide Central Licensing and Enforcement Cell Circular No. AO(CL&EC)/MCD/2023/D-260 dated 19th July, 2023. The removal and storage charges of vehicles shall be as follows which can be amended from time to time and will be applicable accordingly:

REMOVAL CHARGES		
Sl. No.	Load	Charges
1.	For load upto 40 kgs	Rs. 300/-
2.	For load upto one Qtl	Rs. 800/-
3.	For load above one Qtl and upto five Qtl	Rs. 1000/-
4.	For load above five Qtl	Rs. 2000/-
STORAGE CHARGES		
1.	Upto one Qtl or less for 24 hours (per day)	Rs. 100/-
2.	Charges per Qtl per day	Rs. 200/-


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- 4.9.2 The rate card of removal and storage charges will be displayed prominently on all such parking sites by the concessionaire. **No vehicle will be towed/locked if it is parked in parking zone.**
- 4.9.3 If the unauthorized parked vehicle is not in a position to be towed/ removed away, the Concessionaire will arrange to put jammers in the wheels of the vehicle, so that MCD/Delhi police personnel are able to fine the vehicle.
- 4.9.4 Necessary information regarding towed/removed vehicles will be updated on the MCD app and web portal immediately. Information in this regard shall be prominently displayed by the Concessionaire in no parking zones near the parking site including the LED panel installed for information of parking slots available. Additionally, information regarding details of towed/removed vehicles shall be available to users through a dedicated helpline number. The dedicated helpline will be operated by the concessionaire.
- 4.9.5 The concessionaire will also make announcement regarding removal/fine on unauthorized parked vehicles from the surrounding of their parking sites.
- 4.9.6 The concessionaire shall take necessary precautions while removing/Lock of vehicle with regards to safety of the vehicle. Any damage caused to vehicle during towing/Lock will be the sole liability of Concessionaire. The concessionaire shall indemnify the Corporation for any loss, damage caused to it on account of removal/lock.
- 4.9.7 The Concessionaire shall display live feed of video recording of cameras on crane on the web portal and also to Delhi Traffic police as well as MCD App on demand basis. GPS is to be installed on each such tow truck and the online GPS information of the tow truck shall be available on MCD web portal, traffic police and MCD App. Information of all clamped and towed away vehicle shall be uploaded on the app and web portal immediately.
- 4.9.8 Failure to upload the details of removed/locked vehicle on the website and MCD App immediately shall make the concessionaire liable to a fine of Rs. 5,000/- for each delay/missing entry.
- 4.9.9 Joint action with Delhi Traffic Police for impounding/removal of unauthorized/illegally parked vehicles on the street/roads/govt. land is also allowed to be done for smooth flow of traffic.
- 4.9.10 The so removed vehicle will be taken on Multilevel/surface parking site. The parking contractor will be eligible for parking charges for the period when the vehicle was parked in their parking lot as per existing rates of parking and the same will be adjusted in the monthly license fee of the contractor on production of bill duly verified from in charge of such operations.


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Intelligent Tow truck:

1. Consists of new chassis fitted with CNG and power steering. The truck must meet emission control norms as specified by RTO from time to time.
 2. Shall have the following facilities in addition to the towing assembly:
 - a. Manual lifting system with chain pulley mounted on a MS framework for lifting 2 wheelers CCTV system with 1 number camera near the towing point and 1 number camera at the top of the driver cabin connected to DVR and colour monitor mounted in the drivers cabin with 30 days storage PA system with a microphone and amplifier and horn speaker mounted externally.
 - b. Tow truck should be GPS enabled and can be monitored live from central control centre
 - c. Seating for helpers with storage for tools and tackles.
 - d. Shall be mounted with beacon and multi-toned siren.
 - e. Power system with battery backup to meet the power requirement of all the devices and equipment as per specifications.
 - f. It should be aesthetically designed and must incorporate appropriate branding with approvals.
 - g. Height of the truck and crane of at least two out of six tow-trucks, shall not be more than 2.40 meter for access to indoor parking areas.
 - h. Shall have the capability to tow high value vehicles without any damage.
 - i. Any damage to the vehicle will be the responsibility of the Concessionaire.
 - j. At least two tow-trucks shall have the capability to tow SUVs.
 - k. Shall have the capability to tow vehicles from any direction (from front, back, side or at any angle).
- 4.10 Cash Transactions: 20 % of the transactions will be allowed through UPI/NCMC/e-wallet in case of non- working/blacklisted fastag/ server issue. However, the proof of low balance/ blacklisted fastag/server issue will be saved by the concessionaire and will have to furnish to MCD every fortnight whenever asked for. **NO CASH TRANSACTION IS ALLOWED.**

5 INSTRUCTIONS TO THE BIDDER

5.1 Online Proposal/Bid Submission

- 5.1.1 The bidder is responsible for registration of the e-procurement portal at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.
- 5.1.2 The Bidder shall provide all the information sought under this tender document. MCD would evaluate only those tenders that are received in the

specified forms/formats/annexure/appendices and complete in all respects and with the submission date and time. The tenders shall be submitted online only.

- 5.1.3 Bidders should note the Tender Due Date i.e., last date of submission of the bid, as specified in the tender schedule, for submission of tenders. Except as specifically provided in this TENDER, no supplementary material will be entertained by MCD, and that evaluation will be carried out only on the basis of documents submitted on line by the closing time of the TENDER due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.2 While Submitting the Bid, It May Be Noted That:

- 5.2.1 In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 5.2.2 Ambiguous bids will be out rightly rejected
- 5.2.3 MCD will NOT be responsible for any delay on the part of the vendor in submission of the TENDER bids.
- 5.2.4 The offers submitted by telegram/fax/E-mail shall NOT be considered. No correspondence will be entertained on this matter.
- 5.2.5 Conditional tenders shall not be accepted on any ground and shall be rejected straightaway.
- 5.2.6 Applicant should know that the bid shall get disqualified if bidders give price details in technical documents.
- 5.2.7 When deemed necessary, MCD may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
- 5.2.8 No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of MCD can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
- 5.2.9 Technical bid shall comprise the documents/annexures asked to be uploaded along with the technical bid. Financial/price bid shall not be included in technical bid. If done so, same shall be rejected without any notice.
- 5.2.10 The bidder shall upload the information as per the formats given in Annexures to this RFP.


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- 5.2.11 After allotment of parking site, in the event of any enhancement in parking charge due to implementation of GRAP or for any other reason, as decided by the Competent Authority, the parking contractor has to pay revised MLF as decided by the Competent Authority.

5.3 The Mode of Tender is Online and shall be Two Bid/Stages System:

- 5.3.1 Under this process, the Bid shall be invited and examined under two stages:
- a. Technical bid
 - b. Financial Bid
- 5.3.2 Eligibility and prequalification of the Bidder will be first examined based on the details submitted under the Technical Bid with respect to basic eligibility and technical qualification evaluation criteria for technical bid stipulated in this RFP. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders whose Technical Bids are responsive for the eligibility.
- 5.3.3 The bidder has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The bidders who technically qualify under the evaluation criteria will only be eligible for financial bid opening. The bidder, who quotes the highest monthly licence fee (MLF), over and above the reserve monthly license fee as detailed out in Annexure 1, shall be declared as selected bidder for consideration of Award of Work.
- 5.4 The Bidder shall submit the Proposals Online as Described Below:**
- 5.4.1 The Technical bid shall not include any financial information relating to the financial bid. In case, financial bid is given/uploaded with technical bid documents; the bid shall be summarily rejected.
- 5.4.2 The proposal submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.
- 5.4.3 The Bidder is allowed to submit only one proposal against this TENDER.
- 5.4.4 Documents in support of eligibility must be enclosed with the TENDER. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.
- 5.4.5 Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that MCD's decisions are without any right of appeal whatsoever.
- 5.4.6 Applicants are advised to inform themselves fully about the assignment and the local conditions before submitting the proposal.
- 5.4.7 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Contract are specified in this TENDER.

- 5.4.8 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory bodies, or any Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the last date of submitting bid, would not be eligible to submit a Proposal either by itself or through its Associate.
- 5.4.9 The MCD shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to TENDER or the Selection Process, including any error or mistake therein or in any information or data given by the MCD.
- 5.5 Penalty:**
- 5.5.1 The Selected bidder shall have to abide by all the relevant provisions of the DMC Act, Bye-laws framed there under, Orders/Directions of the Court of law, the Terms & Conditions of the contract and also of the Notice Inviting E-Tender (NIT), as may be applicable from time to time. Noticing any above violations, the Competent Authority shall have right to levy the under mentioned penalty (s), suspend business with him for any period, debar him from future works/contracts with MCD and/or blacklist him, after following due process of laws. The decision of the Competent authority is this behalf shall be final and binding.

Minor Violations	Penalty
A. Non wearing of Uniform and name badge B. Non maintaining of complaint register/box C. Non keeping the premises clean or without proper lighting D. Non deployment of 2 (two) manpower for the operation and management in each parking spaces on 24/7 basis i.e., twenty-four hours a day, seven days a week.	For every Minor violation mentioned from (A) to (D) the Parking contractor shall be levied a fine of Rs 25,000/- per violation. Repeated violations may entail cancellation of contract.


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- 5.5.2 In the event of any major violation by the Contractor, MCD may levy heavy fines as listed below and may decide to cancel the contract by following due process of law.


Major Violations	Penalty
A. Overcharging/Non installation of CCTV	A. First instance of violation Rs. 50,000 or 10% of the monthly license fee whichever is higher
B. Non-use of Parking app for issuing parking slips.	B. Second instance of violation Rs 1 lakh or 15% of the monthly license fee whichever is higher
C. Covering parking spaces more than allowed/parking of the vehicles beyond permitted area	C. Third instance of violation Rs 1.50 lakh or 20% of the monthly license fee whichever is higher
D. Non-display of Notice board as per prescribed size and format.	D. Forth instance of violation Rs 2 lakh or 25% of the monthly license fee whichever is higher
E. Non marking of yellow line	E. In the event of violation at fifth instance the parking contract shall be cancelled, and no further opportunity shall be given.
F. Any violation of contents affirmed in the Affidavit submitted along with the E-Tender/Bid	
G. Any violation other than listed above as decided by the competent authority	
H. Non-establishment of PUC Centre or issuance of manual slip	
I. Non-establishment of FasTag reader	
J. Non-functional of UPI/QR code system.	
K. Non-establishment of required Infrastructure as mentioned under Section 4 (Scope of Work) of this document.	

- 5.5.3 The contractor at all times is expected to provide parking facilities at the rates agreed upon after deploying properly trained experienced and educated staff. **The contractor and his employees have to be courteous to all its patrons and provide services to their satisfaction.** All the employees have to be in a specified uniform with their name tags imprinted in the dress. **A complaint register and a large complaint box is required to be installed near his office and this information has to be prominently displayed at all sites.** Violation of any of these provisions may lead to cancellation of the contract. However in case of minor violations listed above, MCD may allow the contractor to provide services subject to deposit of fines levied without prejudice of its right to cancel the contract. The decision of MCD in this regard shall be final and binding.


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ELIGIBILITY CRITERIA FOR BIDDERS

5.6 Pre-Qualification Criteria

S.No	Basic Requirement	Specific Requirement	Required Document
1	Legal Entity	The Agency shall be <ul style="list-style-type: none"> • Proprietary Firm; or • Partnership/LLP Firm; or • Societies as per Registration Act 1860 • Trusts as per Indian Trust Act 1882; or • Companies registered under, companies act 1956/2013 	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration Certificate • Memorandum of Association, Articles of Association, Trust Deed as applicable • PAN No. • IT Returns/Financial statements for last 3 years
2	Mandatory Eligibility	The prospective bidder(any member in case of consortium) shall be a participant of National Electronic Toll Collection (NETC) such as NETC/IHMCL empanelled banks	<ul style="list-style-type: none"> • Empanelment certificate / letter /any other supporting document
3	Relevant Experience	The Bidder shall have minimum 05 (Five) years of experience in the business of toll/parking collection of National or a State Highway under the supervision and control of Ministry of Road Transport and Highways (MoRTH) or National Highway Authority of India (NHAI) or Operation, management and maintenance of parking spaces/sites of Urban Local bodies as on bid due date (hereinafter referred to as "Eligible Project").	<ul style="list-style-type: none"> • Details of relevant Experience • Work order from Supporting Agency
4	Consortium	<ul style="list-style-type: none"> • Allowed (maximum consortium members allowed shall be three members) • One Consortium member shall be participant of NETC 	Declaration of submitting as independent Agency from the Authorized Signatory.  Assistant Commissioner Ramnagar Project Cell, MCO

S.No	Basic Requirement	Specific Requirement	Required Document
5	Blacklisting	The Agency should not have been blacklisted by any Central/State Government or Public Sector Undertakings.	As per Annexure 9.
6	Authorized Representative	A power of Authority/ Board Resolution in the name of the person signing the Proposal	Original Power of Attorney or Board Resolution Copy
7	Goods and Service Tax	Must be Registered under GSTN	Attach Regd. Certificate and GST No.

5.7 Other Eligibility Criteria

5.7.1 The prospective bidder (any member in case of consortium) should have smart phone-based parking app for customers with following features:

- Advance slot booking
- Real-time parking slot availability for various vehicle categories
- Monthly pass booking
- Availability of nearest parking slots through app (in map view)
- Digital Payments only like UPI, credit/debit cards
- Valet service for the customers in selected parking

5.7.2 The prospective bidder (any member in case of consortium) should have a Vendor/Merchant App with following features:

- Check Real Time status of parking transactions
- Visibility of Total Check-in and Checkout Transactions on daily basis.
- Vehicles parked count categorized by type of vehicle
- Collection – Total Digital collection and cash collection

5.7.3 The prospective bidder should be in SMART PARKING business at least for the last three financial years in any of the last five financial years. Copy of Certificate of Incorporation of the bidder shall be uploaded along with their bids.

5.7.4 The bidder will submit the PAN details, Aadhar details, Movable and Immovable Asset details & Bank Details (including Joint A/C) of prospective bidders i.e Company, firm or sole proprietorship along with its Owners, Directors, Partners as the case may be.

5.7.5 The parking sites in Markets/ Industrial estates can be bidden by respective market/industrial association. The requirement of Business of three years, ITRs, Turnover, Net worth and work experience will not be applicable to such associations.


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5.8 Technical Eligibility Criteria - The entities cumulatively for all three consortium partners fulfilling the following criteria as on bid due date are eligible to bid.

S. No	Cluster	Technical Eligibility
1.	For each Cluster	<p>A. The Agency shall have experience in collection (parking charges), operation and management of one (01) public parking space with an annual collection of at least 80% of the reserve monthly license fee Or</p> <p>B. The Agency shall have experience in collection (parking charges), operation and management of two (02) public parking space with an annual collection of at least 60% of the reserve monthly license fee Or</p> <p>C. The Agency shall have experience in collection (parking charges), operation and management of three (03) public parking space with an annual collection of at least 40% of the reserve monthly license fee</p>

5.9 Financial Capacity:

S. No	Cluster	Technical Eligibility
1.	Cluster 01	<p>A. The Bidder shall demonstrate, a minimum Average Annual Turnover of INR. 1.20Crore (Rupees One Crore Twenty Lakhs only) in the last three financial years out of the last five financial years (2018-19, 2019-20, 2020-21, 2021-22, and 2022-23).</p> <p>B. The net worth of the bidder firm should not be negative and also should have not eroded by more than 30% in the last three years.</p>

- 5.10 In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/or fails to make due payments there under, then such Bidder shall be banned for doing business with MCD for a period of one year for such a default. The decision of MCD in such case shall be final.
- 5.11 Bidders shall also be required to submit stamped notarized undertaking regarding non-banning as per details given below:
- 5.12 MCD/ Any other Government Ministry/Department must not have banned/ debarred business with the applicant (including any member in case of JV/ Consortium) or with/ of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of technical eligibility. The bidder should submit undertaking to this effect in ANNEXURE -9: UNDERTAKING FOR NOT BEING BANNED / DEBARRED FROM BUSINESS of this document.
- 5.12.1 In case, at a subsequent date, the successful bidder/ licensee is found to have been banned for business as given above, MCD shall be at liberty to and have full rights to cancel the allotment of concession/license for


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"Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces" and forfeit all the payments made by the licensee including the Performance Security/Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/ licensee.

5.12.2 Bidder having any existing lease/ license agreement of MCD property(ies), will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:

- A. if the lessee/ licensee has any dues pending against invoices raised by MCD before the bid due date.
- B. has any case wherein leased/ licensed space/premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after pre-mature termination/ surrender of lease.
- C. has any case wherein possession of any licensed/lease space/premises has not yet been taken over by them due to reasons attributable by them.
- D. has an unresolved case of non-vacation of encroached area including encroachment of common areas/circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.
- E. has not opened the escrow account for the license/lease agreement(s) of MCD in which there is a provision of opening of escrow account.
- F. has not ensured that sub-lessees are making all the payments whatsoever through escrow account and does not remit all MCD dues through said Escrow account, if escrow account is opened.

5.12.3 In case the bidder is MCD's existing lessee/licensee/concessionaire for some other space licensed/leased/ concessioned out by MCD, the bidder is required to submit the details by duly filling up ANNEXURE -10A: UNDERTAKING FOR NO DUES PENDING and ANNEXURE - 10B:UNDERTAKING FOR HANDBACK OF PROPERTIES. In case the bidder is not an existing lessee/licensee/concessionaire of MCD, the fact shall be clearly stated in the Annexures.


5.12.4 If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.

5.12.5 In case of mismatch in financial data in the submitted documents i.e., in the Statutory Auditor certified documents and data in Audited Balance Sheet, the data from audited balance sheets shall prevail.


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6 SUBMISSION OF BIDS

- 6.1 For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal <https://etenders.gov.in/>. Upon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of bid process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on 'online tendering processes.
- 6.2 The Bid should be furnished in the format at Annexure-2 to Annexure-12, clearly providing the details for fulfilling eligibility criteria. The RFP Documents shall be signed by the Bidder's Authorized Signatory.
- 6.3 The bid shall be submitted by the bidder in two parts comprising of **Technical Bid** and **Financial Bid**. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on or before the same due date and time as mentioned in the RFP Document. The offer of Bidder, who does not fulfill the eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.
- 6.4 Technical Bid:**
- 6.4.1 The Bidder shall, on or before the date and time given in the 'Notice Inviting Tender' (NIT), upload their tender on e-tendering portal <https://etenders.gov.in/>. The Bidder shall ensure that a receipt is obtained for the submission of their tender. Such receipt is being issued free of cost. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:
1. Deposit slip of "Tender document cost".
 2. Deposit slip of "Bid security".
 3. ANNEXURE - 2: LETTER OF APPLICATION & INTEREST
 4. ANNEXURE - 3: FINANCIAL BID FORM
 5. ANNEXURE - 4: GENERAL INFORMATION OF THE BIDDER
 6. ANNEXURE - 5: POWER OF ATTORNEY FOR SIGNING OF APPLICATION
 7. ANNEXURE - 6: AFFIDAVIT
 8. ANNEXURE - 7: CERTIFICATE OF STATUTORY AUDITOR


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9. ANNEXURE - 8: UNDERTAKING FOR DOWNLOADED TENDERDOCUMENT
10. ANNEXURE - 9: UNDERTAKING FOR NOT BEING BANNED/DEBARRED FROM BUSINESS
11. ANNEXURE - 10A: UNDERTAKING FOR NO DUES PENDING
12. ANNEXURE - 10B: UNDERTAKING FOR HANDBACK OF PROPERTIES
13. ANNEXURE - 11: DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY / EMD
14. ANNEXURE - 12: UNDERTAKING FOR RESPONSIBILITY
15. Attested copies of "Memorandum of Association" & "Articles of Association" or "Trust Deed", in case of companies or bodies corporate or societies or trusts; and copy of "Registration Certificate".
16. Self-attested copies of the 'PAN Card' and 'GST Registration Certificate'.
17. Copies of (duly audited and certified by a Statutory Auditor) Profit and Loss Account/ Balance Sheet or IT returns of bidding entity as applicable.
18. Copy of the complete Tender Document including Addendum/ Corrigendum (if any) and replies to pre-bid queries duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
19. In addition, a declaration by the bidders, as per ANNEXURE - 8: UNDERTAKING FOR DOWNLOADED TENDERDOCUMENT, must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://etenders.gov.in/> and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
20. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/ declaration to that effect. Non submission will not be considered as exemption.

6.5 Financial Bid:

The bidding parameter for selection of the Bidder, subject to the eligibility criteria and technical qualification, would be the **Highest Monthly License Fee quoted (H1) by the bidder, over and above the Reserve Monthly License Fee (RMLF) as mentioned in the Annexure 1 or in financial bid format on the portal www.etenders.gov.in.**

The bidder shall quote the Bid Variable i.e., monthly license fee (MLF) in the Financial Bid form in both words as well as in figures as given in

ANNEXURE - 3: FINANCIAL BID FORM

If there is a discrepancy between words and figures, the amount mentioned

in words shall prevail. Please read carefully "Evaluation of Bids" section of this Tender Document before quoting Bid Variable. The financial bid shall be filled in the format available on <https://etenders.gov.in/>.

- 6.6 **Performance Security/Interest Free Security Deposit:** The selected bidder shall have to submit Security Deposit/ Performance Guarantee of 3 (three) months of the quoted Monthly License fee in the shape of Bank Guarantee / Demand Draft/ FDR. In case of Bank Guarantee/ FDR, the same may be deposited with validity of 63 months. In case of FDR, the original receipt to be submitted in the department. The security deposit shall be refunded at the end of the concession period/license or early termination in accordance with the concession/license agreement.
- 6.7 **Cost of Bidding:** The Bidders shall be responsible for all the costs associated with the preparation of their Bid and their participation in the Bidding Process. MCD shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 6.8 **Site visit and verification of information:** Bidders are advised to submit their respective Bids only after visiting the site. The details of site description are available in Annexure - 1 and ascertaining themselves with the conditions of the building, location, surroundings, and other technical details. The
- 6.9 **Pre-Bid Conference:** The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Tender (NIT). During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. MCD shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by MCD.
- 6.10 It shall be deemed that by submitting a Bid, the Bidder has:
- Made a complete and careful examination of the bidding documents.
 - Received all available relevant information from MCD.
 - accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of MCD relating to any of the matters referred to in tender document,
 - satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the Concession/License Agreement and performance of all of its obligations there under;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from MCD or a ground for termination of the License Agreement by the Concessionaire;


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- f) acknowledged that they do not have a conflict of interest with bidding process; and
 - g) agreed to be bound by the undertakings provided by them under and in terms hereof
- 6.11 MCD shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process, including any error or mistake therein or in any information or data given by MCD.
- 6.12 Amendment of Tender Document**
- a. At any time prior to the Bid due date, MCD may for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
 - b. Any addendum/ corrigendum issued hereunder shall be uploaded on e-tendering web portal i. e. <https://etenders.gov.in/> only.
 - c. In order to provide the Bidders a reasonable time for taking an Addendum into account or for any other reason, MCD may, in its sole discretion, extend the Bid submission Date.
 - d. The Bidders are requested to be in touch with e-tendering web portal i.e., <https://etenders.gov.in/> for all updates of the Tender Document such as addendum/ corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/ noticed the updates, etc.
- 6.13 Preparation and Submission of Bids:**
- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
 - b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) who is (are) authorized to sign the Bid.
 - c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document, Bid Security and other documents as required in the Tender Document. The Tender Document Cost and Bid Security must be submitted on line only.
 - d) The Bidders have to produce the original documents as and when required by MCD. The failure of the Bidder to furnish the said original documents will empower MCD to summarily reject their Bid.
 - e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the

Bid.

f) The Bidders should carefully note the following instructions:

- The Bidders should ensure that the complete Tender Document has been downloaded.
- The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
- In case of any correction/ addition/ alteration/ omission in the Tender Document, as made available by MCD, is observed at any stage, the Bid shall be treated as non-responsive and shall be rejected outrightly.

6.14 Notwithstanding anything contained in this Tender Document, MCD reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

6.15 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i. e. after the award of Tender) then also, MCD may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of MCD. In such a case MCD shall forfeit the EMD (if any), Security Deposit (if any) &/or any other payments made to MCD. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://etenders.gov.in/>.

6.16 Tenders shall not be modified or withdrawn by the bidder after the date of submission. Withdrawal of tender during the interval between the date of tender submission and expiration of the tender validity period would result in forfeiture of the EMD and debarred for future business with MCD.

6.17 Banning of Successful Bidder:

6.17.1 If the successful bidder backs out after being declared H1 (highest bidder), the bidder/entity may be banned for participating in any future business with MCD.

6.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MCD in relation to or matters arising out of or concerning the Bidding Process. MCD shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. MCD may not divulge any such information unless it is directed to do so by any statutory entity that has the

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power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MCD or as may be required by law or in connection with any legal process.

7 EVALUATION OF BIDS

7.1 Tender Opening:

- 7.1.1 Bids shall be opened online by the Tender Opening Committee of MCD on due date and time of tender opening. The Bid security amount will be checked. Tender Document details for selection of "Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces" will be checked. Technical bids of those bidders who have not submitted bid security and/ or cost of tender document shall not be opened. Tender which is accompanied by an unacceptable or fraudulent bid security shall be considered as non-compliant and shall be rejected. The technical bids of all the bidders shall be opened as per date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by MCD, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- 7.1.2 All the technically qualified bidders shall be intimated by the RP Cell department/MCD for opening of financial bid.
- 7.1.3 To facilitate evaluation of Bids, MCD may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid. If any, the reply of which will be furnished by the concerned bidder within three days.

7.2 Financial Bids Opening and Evaluation:

- 7.2.1 The financial bid of all technically qualified bidders shall be opened in accordance to their financial capacities as defined in this document. The date, time and venue will be informed to all successful bidders for their participation in the opening of financial bid.
- 7.2.2 **THE TECHNICALLY ELIGIBLE BIDDER, WHO QUOTES THE HIGHEST MONTHLY LICENCE FEES (OVER AND ABOVE THE RESERVE MONTHLY LICENSE FEE) SHALL BE TREATED AS THE HIGHEST BIDDER (H1).** In case two or more bids are of the same rates then Bidder whose turnover is higher (average annual turnover in any three financial years out of the last five financial years) will be selected. Parking spaces contract may be given to the highest bidder (at the discretion of the competent authority), even if there is valid single bidder/E-Tenderer. The decision of MCD in this regard shall be binding and final on all the bidders.

7.2.3 To facilitate evaluation of Bids, MCD may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid.

7.3 Selection of Bidder who qualifies the Technical and Financial Criteria:

7.3.1 Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance (LOA) shall be issued by MCD to the Selected Bidder.

7.3.2 One copy thereof shall be returned to MCD within seven (7) days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance and acknowledgement alongwith completion of all the formalities mentioned in LOA.


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**ANNEXURE - 1: LIST OF PUBLIC PARKING SPACES FOR FASTag PARKING
TENDER- III**

Parking Cluster 1

S.No.	Name of Parking Site	Zone	RMLF
1	Subash Nagar Multilevel parking	West	Rs. 6,58,500/-
2	Multi Level Under Ground (MLUG), Model Town-II	KPZ	Rs. 2,38,000/-
		Total	Rs. 8,96,500/-

Note 1: Capacity of Subash Nagar Multilevel Parking is 439 (4 W) (including 100: 4W ECS at Ground floor).

Capacity of Multi Level Under Ground (MLUG) is as per maps of respective parking site Plus 33:4W on ground floor.

Note 2: The possession of the parking site at Subash Nagar Multilevel parking site will be handed over subject to NOC from Fire Department.


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Parking Charges (Inclusive of Applicable Tax)

Sl. No	Type of Vehicle	Parking Rates	Duration
1.	Cars	Rs. 20/-	Per hour
		Rs. 100/-	for 24 hours
		Rs.1200/-	Day pass (per month)
		Rs. 2000/-	Day & night pass (per month)
2.	Two wheelers	Rs. 10/-	Per hour
		Rs. 50/-	for 24 hours
		Rs.600/-	Day pass (Per month)
		Rs. 1000/-	Day & night pass (Per month)
3.	Buses/Truck/Other equivalent Vehicles	Rs. 80/-	0-2 hours
		Rs. 120/-	02-5 hours
		Rs. 300/-	05-10 hours
		Rs. 500/-	10-24 hours
		Rs. 9,900/-	Monthly Pass
4.	Tempo/Auto/Other equivalent Vehicles	Rs. 60/-	0-2 hours
		Rs. 90/-	02-5 hours
		Rs. 200/-	05-10 hours
		Rs. 300/-	10-24 hours
		Rs. 6,000/-	Monthly Pass


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 Ramuneration Project Cell, MCD

ANNEXURE - 2: LETTER OF APPLICATION & INTEREST

(To be submitted duly signed by the Bidder or Authorized Signatory on Letter Head)

To
Assistant Commissioner,
Remunerative Project Cell,
Municipal Corporation of Delhi,
Block - E1, 25th Floor, Dr. SPM Civic Centre,
Minto Road, JLN Marg, New Delhi - 110 002

Sub: Request for Proposal for "Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"

Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the MCD will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the "Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces" of the aforesaid Project.
4. I/ We shall make available to the MCD for any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the MCD to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with the RFP document.
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) The undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.12 of the RFP document.
 - 9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 - 14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession/License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - 15. I/ We have studied all the Bidding Documents carefully and also surveyed the **"Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"**. We understand that except to the extent as expressly set forth in the Concession /License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding

Process including the award of Concession.

16. I/ We offer to submit Bid for Cluster 1 in accordance with the RFP Document.
17. I/ We offer a Bid Security of INR _____ (Rupees _____) for Cluster 1 in accordance with the RFP Document.
18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
19. The adherence to license fees i.e., minimum monthly license fee quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Signature _____

Name of the Authorized Signatory with rubber stamp

Address: _____

Telephone No: _____

Place: _____

Dated: _____


Assistant Commissioner
Ramunorative Project Cell, MCD

ANNEXURE - 3: FINANCIAL BID FORM

(On Company Letter head applicable if tender is through offline mode)

To

Assistant Commissioner,
Remunerative Project Cell,
Municipal Corporation of Delhi,
Block - E1, 25th Floor, Dr. SPM Civic Centre,
Minto Road, JLN Marg, New Delhi – 110 002

Subject: Financial bid - "Selection of an Agency for Collection, Operations and management of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"

Dear Sir,

With reference to the invitation to bid in NIT No. _____, dated _____ for the above mention E-Tender. This is to state that I/We have inspected the MCD owned public parking spaces being bid by me, and we are aware of the facility and we hereby offer our bid as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any offers without assigning reason. The financial bid rate is detailed as under:

Please mention Cluster 1

Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers along with Operations and Management of MCD Owned Public Parking Spaces	Monthly License Fee (MLF)
	INR ____/- (_____ in words)

We understand that MCD shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Any tax in the aforesaid project such as service tax/GST/TCS etc., if any applicable at [present or on account of any future law/direction of the Government of India/State Government/Statutory Authority shall be payable by us beyond the monthly lease fee being quoted by us.

Thank You,

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation:

Place:

Date:


Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE - 4: GENERAL INFORMATION OF THE BIDDER

(On letter head of the bidder)

1	Details and Address of the bidder:	
	Name of the Bidder:	
	Country of Incorporation (in case of Firm):	
	Address of the corporate headquarters and its Branch office(s), if any, in India:	
2	Details of individual(s) who will serve as the point of contact/ communication for MCD within the Company	
	Name	
	Designation	
	Company	
	Address	
	Telephone/Mobile Number	
	Fax Number	
	E-Mail ID	

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation:

Place:

Date:


Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE - 5: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information/ responses to MCD, representing us in all matters before MCD, and generally dealing with MCD in all matters in connection with our Tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

_____ (Signature)

(Name, Title and Address) of the Attorney

Note: -

**The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

***It should be on non-judicial stamp paper of Rs.100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE - 6: AFFIDAVIT

(On Rs. 100/- stamp paper duly notarized)

I, _____ S/o _____, resident of _____
The _____ (insert designation) of the
_____ (Insert name of the bidder), do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of _____ (insert name of company) (hereinafter referred to as "Bidder") and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Municipal Corporation of Delhi (hereinafter referred to as "MCD") Tender for Licensing of **Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces** and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, whereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by MCD to verify our credentials/information provided by us under this Bid and as may be deemed necessary by MCD.
4. I say that if any point of time including the concession/license period, in case MCD requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of MCD.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this _____ day of _____, 2023.

DEPONENT

Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE - 7: CERTIFICATE OF STATUTORY AUDITOR

(On the Letterhead of the Statutory Auditor / Chartered Accountant)

Name of the Project: " Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"

We have verified the relevant statutory and other records of M/s _____ (Name of Bidder), and certify that the cumulative gross turnover of M/s _____ (Name of the Bidder) in the last three completed financial years is Rs. _____ (Rupees _____)

Year wise detail of Annual Gross Turnover is as under:

Annual Gross Turnover: The average annual gross turn-over as per the audited annual financial statement* of the last five Financial Years should be presented in the following tabular format (along with the copies of above documents) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium).

Name of Bidder / Each Member of the Consortium (holding at least 26% equity):

S.No	Head (Financial Year)	Total Gross Turnover in INR	Profit & Loss
1.	Financial Year 2018 – 19		
2.	Financial Year 2019 – 20		
3.	Financial Year 2020 – 21		
4.	Financial Year 2021 – 22		
5.	Financial Year 2022 – 23		
Average annual Turnover and Profit and loss for last five years			
Average annual turnover and Profit and loss for any three consecutive year (best three)			

The information given above are true as per the audited financial statement of the Bidder/Member. We have signed this Annexure 7 in our capacity as the Statutory Auditor of _____ (name of the Bidder/ Member of Consortium).

Signature of the Statutory Auditor*

Name of the Statutory Auditor*

Company Seal of the Statutory Auditor*


Assistant Commissioner
Ramuneration Project Cell, MCD

ANNEXURE - 8: UNDERTAKING FOR DOWNLOADED TENDERDOCUMENT

We here by confirm that, we have downloaded/ read the complete set of tender documents/ addendum/ clarifications along with the set of enclosures hosted on e-tendering portal <https://etenders.gov.in/>. We confirm that we have gone through the Tender Documents/ addendum/ corrigendum and clarifications up to the date of opening of bids on the e-tendering portal [<https://etenders.gov.in/>]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/ I hereby give our acceptance to all the terms and conditions of the Tender Document.

Company

Name:

Name of Authorized Person:

Signature:

Date:

Postal Address:

E-Mail ID:

Phone:

Fax:

Company Seal:


Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE – 9: UNDERTAKING FOR NOT BEING BANNED/DEBARRED FROM BUSINESS

(Duly Notarized)

(On non-judicial stamp paper of Rs. 100)

We do hereby undertake and confirm that MCD/any Government agency including Union, States and ULBs, PSUs must not have banned/ debarred business with the applicant or its holding or subsidiary companies as on the date of tender/bid submission. Also, any work executed by us either individually or as member in a JV/ Consortium, has not been rescinded/ terminated by MCD/any Government agency including Union, States and ULBs, PSUs after award of contract to us during the last three (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/ Consortium.

In case at a later date the undertaking is found to be false or incorrect, MCD shall have the liberty to and have full rights to cancel the allotment/award of contract/concession and forfeit all payments made by the bidder including the Bid Security/Interest Free Security Deposit after adjusting any dues payable by the bidder/licensee.

Stamp & Signature of Authorized Signatory Note:

1. The undertaking shall be signed by authorized signatory of the applicant.


Assistant Commissioner
Ramunative Project Cell, MCD

ANNEXURE - 10A: UNDERTAKING FOR NO DUES PENDING

(To be submitted by bidder)

We, _____ (name of the bidder) hereby undertake that we have following lease / license / concession agreement of MCD property (ies) (as on the date of submission of this tender).

S. No.	License/Lease/Concession/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

It is certified that, as on last date of submission of this tender, no dues are pending on our account against invoices raised by MCD before the bid due date in any of the above agreement(s) either as a single entity or a same member of JV/Consortium or SPV of JV/ Consortium/ single entity.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of MCD, they may write "Not Applicable/Nil" in this Annexure

Stamp & Signature of Authorized signatory of Bidder


Assistant Commissioner
Ranunerative Project Cell, MCD

ANNEXURE - 10B: UNDERTAKING FOR HANDBACK OF PROPERTIES

We _____ (name of the bidder) hereby undertake that we have following lease/license/concession agreement of MCD property(ies) (as on last date of submission of this tender).

Sr. No.	Lease/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / license d space / premises	Date of handing over (vacate) of leased / licensed space/ premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remark


We hereby certified that on last date of submission of this tender: -

- There is no outstanding delay in vacation of the leased/ licensed space/premises within the grace period (if provided) after completion of the tenure of the lease/pre-mature terminated/ surrender.
- There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- We have opened the Escrow account for the license/lease agreement(s) of MCD in which there is a provision of opening of escrow account.
- We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all MCD dues through said Escrow account, if Escrow account is opened.

Signature of Authorized signatory of Bidder

Note: In case the bidder is not an existing lessee/licensee/concessionaire of MCD, they may write "Not Applicable/Nil" in this Annexure.

*Strike over which is not applicable.


 Assistant Commissioner
 Ramunative Project Cell, MCD

ANNEXURE – 11: DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

(Applicable if EMD/ Tender Security deposited through RTGS/ NEFT/ IMPS)

1	Name of the firm/Bidder:	
2	Complete Address:	
3	Name of bank:	
4	Branch:	
5	Address of the Bank Branch:	
6	Name of Account holder in Bank:	
7	Account Type:	
8	Account Number:	
9	IFS Code of the Bank Branch:	
10	Copy of cancelled cheque of the Bidder/Firm submitted: Yes or No (Please tick) (A Copy of cancelled cheque to be enclosed)	

Signature of the Authorized Person of the bidder with seal & Date

Note: EMD/ Tender Security will be refunded through NEFT/ RTGS/ IMPS/ any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which EMD/ Tender Security has been paid to MCD.

Assistant Commissioner
Remunerative Project Cell, MCC

ANNEXURE - 12: UNDERTAKING FOR RESPONSIBILITY

(On Rs.100/- stamp paper duly notarized)

_____ as a bidder
for and on behalf of _____,
(complete name with address) jointly and severally undertake the responsibility in
regard to the License Agreement with MCD in respect of **"Selection of an Agency for
Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public
Parking Spaces"**

That, I/We solely undertake that I/we _____
_____ (name of the bidder) shall conduct all
transactions/ correspondences and any other activity in connection with License
Agreement pertaining to **"Selection of an Agency for Operations, Management
and Collection of Parking Charges Using FASTag for four/six wheelers and
UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"**

That I/We are solely or severally responsible for all commitments/liabilities/dues etc.
to MCD In respect of this allotment of **"Selection of an Agency for Operations,
Management and Collection of Parking Charges Using FASTag for four/six
wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking
Spaces"**

(Bidder to sign on undertaking)


Assistant Commissioner
Rampurwa Project Cell, MCD

ANNEXURE - 13: DRAFT LICENSE AGREEMENT

(To be executed by H-1 "successful bidders")

(On Rs.100/- stamp paper duly notarized)

This agreement is made at _____ on this day _____ of _____ for implementation of the work "Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces", published via Tender No. _____, dated _____ Municipal Corporation of Delhi having its headquarters at Block - E1, Dr. SPM Civic Centre, Minto Road, JLN Marg, New Delhi - 110 002, herein after called as "MCD" (which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assignees) of the FIRST PARTY

AND

M/s [Name of the Selected agency] having office at _____ (herein after called as "_____", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assignees) of the SECOND PARTY

MCD and _____ being referred to individually as "PARTY" and jointly as "PARTIES"

WHEREAS

In response to the Tender No. _____, dated _____ floated by the Municipal Corporation of Delhi "FIRST PARTY", the _____ "SECOND PARTY" has consented to implement the same vide acceptance letter No. _____, dated _____

With this objective both the parties are desirous of recording their understanding agreed 'terms and conditions' as mentioned in the RFP document and provided 'Appendix 1' of this document by way of this agreement

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH "MUNICIPAL CORPORATION OF DELHI" AND "M/s [NAME OF THE SELECTED AGENCY]" INTENDING TO BE LEGALLY BOUND TO THE 'TERMS AND CONDITION' AS PER THE APPENDIX - 1 OF THIS DOCUMENT."

Signature of the Officer authorized on
Behalf of Commissioner (MCD)

Signature of the concessionaire with seal

Assistant Commissioner
Remunerative Project Cell, MCD

Appendix – 1 - Terms and condition

(To be executed by H-1 "successful bidders")

Subject - "Selection of an Agency for Operations, Management and Collection of Parking Charges Using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers in MCD Owned Public Parking Spaces"

Parking Site - "Cluster ____"

Clause No	Terms and Condition	Description
1.	Description of Work (Scope of work)	<p>The selected bidder has to comply to the MCD parking policy and its amendments from time-to-time along with other national/state/local government acts, policies, and guidelines such as DMC Act 1957, the Motor Vehicles Act, 1988, Delhi Maintenance and Management of Parking Places Rules, 2019, etc.</p> <p><u>A. Procurement, installation and operation of RFID based Automatic Parking management system.</u></p> <ul style="list-style-type: none">• Conduct a detailed assessment of the parking spaces and their infrastructure to determine the optimal placement of RFID readers and equipment.• To procure and install infrastructure such as NETC RFID Reader, Automatic Vehicle Classification (AVC), Weight in Motion (WIM), Cameras, System antennas, lane controller, Plaza and other associated hardware for the designated parking spaces and to provide parking information displays at entry point of parking site.• To procure, purchase & install Android and IOs based Parking App for smooth parking management.• Integrate the RFID/FASTag technology with the parking management systems, payment gateways, and database for automatic fare collection.• Conduct thorough testing and quality assurance to ensure the proper functioning of the system.• Monitor and manage the RFID/FASTag system on a day-to-day basis to ensure accurate and reliable data collection and processing.• Establish protocols for data management, including the storage, retrieval, and analysis of parking-related information.• Implement automated billing and payment systems to facilitate seamless transactions. Such as latest digital POS devices for the parking transactions• Ensure the availability of customer support services to address user inquiries, complaints, and technical issues.• Regularly update and maintain the RFID/FASTag infrastructure to ensure optimal performance and minimize downtime.• The indicative list of software shall include parking management software, backend system, communication protocols, data Storage and analysis, user interfaces, etc.• The selected bidder has to adhere to the technical and functional requirement of the software and hardware as

Clause No	Terms and Condition	Description
		<p>defined by NHAI/ MoRTH/ IHMCL documents for end-to-end management of the NETC for collection of parking charges</p> <p>B. Revenue Collection, Management and Payment of Monthly License Fees</p> <ul style="list-style-type: none"> The selected bidder has to adhere to the National Electronic Toll Collection (NETC) procedure guidelines for parking charges collection, clearing and settlement for the settlement of parking charges collected through FASTag. The Selected bidder shall collect the parking charges using FASTag for four/six wheelers and UPI/NCMC/QR for two wheelers. Monthly License Fees: The selected bidder (H1) has to submit 4 (Four) months of Quoted Monthly License Fees (MLF) along with Security Deposit/Performance Guarantee at the time of acceptance of Offer Letter/Letter of Award issued by RP Cell. Quoted Monthly License Fees is: INR _____ (IN WORDS _____) Adjustment of advance Monthly License Fees: The Monthly License Fees for 4 (Four) months shall be adjusted in two phases, during the first phase the first 2 months advance MLF will be adjusted against the first two months of License fees and remaining 2 Months Advance MLF will be adjusted in the last two months of concession period/license period. Thus, the license fee from the succeeding month shall be payable on or before last day of the preceding month, the Bidder has to submit 2 (two) months of advance Monthly License Fees by 28th day of every month. Site Possession: The H-1 bidder has to take possession of the parking site on or before 7 working days after the completion of condition precedent/formalities. Even if the H-1 bidder does not turn up to take the possession of the parking site (after completion of formalities as above), they will be liable to pay MLF immediately from the 8th working day. <p>C. Management Information System (MIS)</p> <ul style="list-style-type: none"> Generate regular reports on parking occupancy, revenue collection, and enforcement activities. Provide data analysis and insights to optimize parking operations, identify trends, and make informed decisions. Utilize analytics to improve parking space utilization, optimize resource allocation, and enhance user experience. Provide parking Data in Real Time through the software-based Real Time Dashboard to MCD. <p>D. Operations and Management</p> <ul style="list-style-type: none"> To deploy 2 (two) manpower for the operation and management in each parking spaces on 24/7 basis i.e., twenty-four hours a day, seven days a week. A list of all the deployed employees by the selected

Clause No	Terms and Condition	Description
		<p>agency shall be submitted along with their details (as desired by MCD) to MCD before the commencement of the operation and maintenance of the parking spaces.</p> <ul style="list-style-type: none"> • Ensure designated parking areas and facilities for differently-abled people in compliance with Government standards and guidelines. • Ensure regular cleaning and maintenance of the parking infrastructure, including ramps, curbs, signage, markings, and parking spaces in a clean condition along with proper waste management. • Ensure effective traffic management strategies to optimize the flow of vehicles within the parking spaces. • Install appropriate signage and markings to clearly indicate accessible parking spaces and accessible routes. • All the service/utilities charges such as electricity, water, internet and other RFID/technology related charges shall be borne by the successful bidder. • Coordinate with MCD for specialized maintenance tasks, such as structural repairs. <p><u>E. Compliance and Adherence to statutory and regulatory guidelines</u></p> <ul style="list-style-type: none"> • Ensure compliance with relevant laws, regulations, and data protection requirements pertaining to the operation and management of parking spaces and the use of RFID/FASTag technology. • Implement appropriate security measures to safeguard user data and prevent unauthorized access or data breaches. <p><u>F. Security and Safety:</u></p> <ul style="list-style-type: none"> • Implement comprehensive security measures to ensure the safety of the parking spaces and users. • Install surveillance cameras at strategic locations to monitor the parking areas and deter criminal activities. • Integrate the surveillance system with the RFID/FASTag infrastructure for enhanced security monitoring and incident detection. • Implement access control mechanisms such as boom barrier or gates setup, to regulate entry and exit points. • Conduct regular safety inspections of the parking spaces to identify and address potential hazards or risks. • Provide adequate lighting in the parking areas to enhance visibility and discourage criminal activities.
2.	Possession of Allotted Site	<ul style="list-style-type: none"> o The possession of allotted sites shall be handed over to the H-1 bidder (successful bidder) on 'AS IS WHERE IS BASIS'. o The H-1 bidder has to take possession of the parking site on or before 7 working days after the completion of condition precedent/formalities. Even if the H-1 bidder does not turn up to take the possession of the parking site (after completion of formalities as above), they will be liable to pay MLF immediately from the 8th working day. o The levy and recovery of license fee will start automatically

Clause No	Terms and Condition	Description
		<p>from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to vacate the allotted site, after the expiry of the contract period or any unauthorized parking is operating at the allotted site, the new contractor or the MCD shall have the right to cause such operation to be vacated for which the previous contractor or the unauthorized operator, as the case may be, shall have no right to claim any damages.</p> <ul style="list-style-type: none"> o Possession of the parking site shall be given as may be determined by the Commissioner, MCD or any other officer authorized by him. Wherever any stay order has been passed by any court of law in respect of any parking sites or the previous contract is continuing or has been extended by the MCD/MCD, in favour of the previous contractor, possession of such Parking sites shall be handed over to the prospective contractor, subject to vacation of stay by the court of competent jurisdiction or expiry of the contract period / extended contract period.
3.	Mandatory obligation of Parking Contractor	<ul style="list-style-type: none"> o The contract shall be governed by the guidelines, provisions of DMC Act (as amended from time to time), terms and conditions of NIT, Agreement, any other law for the time being in force and any other order, direction or guideline as may be issued by the Hon'ble court or Commissioner, MCD from time to time. o The intending E-Tenderer shall inspect the description of the Parking sites, before submitting E-Tenders and may obtain clarification, if any, before submission of the E-Tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the E-Tender. Also no remission in license fees will be given, in this regard.
4.	Display of parking contract information at site	<ul style="list-style-type: none"> o The contractor shall display MCD Logo, Site name, Name of the contractor & validity period of the contract along with site map and other mandatory details at entry of parking and at 3 other prominent points. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including cancellation of the contract shall be taken as per the terms and condition of the parking contract and other relevant provisions.
5.	Gestation Period	<ul style="list-style-type: none"> o H-1 bidder 15 (fifteen) days of gestation period shall be provided to selected bidder post successful completion of conditions of LOA and after taking the possession of the cluster.
6.	Period of Concession	<ul style="list-style-type: none"> o The project is proposed to be given to the bidder for Collection (Parking Charges), Operation and Management of MCD owned Public Parking Spaces for a period of 3 (three) Years with further extension of 2 (two) Years on mutually agreed terms and condition, from the date of satisfaction of the conditions of precedent as per the concession/license agreement. MCD shall have the right, subject to Applicable Laws and provision of this Agreement to extend the Concession/license Period for a term as mutually decided by the Parties by issuing a notice

Clause No	Terms and Condition	Description
		to the Concessionaire by no later than [6 (six)] months prior to the date of expiry of the Concession/license Period.
7.	Advance Monthly License Rent Payment	<ul style="list-style-type: none"> The selected bidder (H1) has to submit 4 (Four) months of Monthly License Fees (MLF) along with Security Deposit/Performance Guarantee at the time of acceptance of Offer Letter/Letter of Award issued by RP Cell.
8.	Adjustment of Advance Monthly License Fees	<ul style="list-style-type: none"> The Monthly License Fees for 4 (Four) months shall be adjusted in two phases, during the first phase the first 2 months advance MLF will be adjusted against the first two months of License fees and remaining 2 Months Advance MLF will be adjusted in the last two months of concession period/license period. Thus, the license fee from the succeeding month shall be payable on or before last day of the preceding month, the Bidder has to submit 2 (two) months of advance Monthly License Fees by 28th day of every month.
9.	Interest Free Security Deposit	<ul style="list-style-type: none"> The selected bidder shall have to submit Security Deposit/ Performance Guarantee of 3 (three) months of the quoted Monthly License fee in the shape of Bank Guarantee / Demand Draft/ FDR. In case of Bank Guarantee/ FDR, the same may be deposited with validity of 63 months. In case of FDR, the original receipt to be submitted in the department. The security deposit shall be refunded at the end of the concession period/license or early termination in accordance with the concession/license agreement.
10.	Service Tax, GST, TCS, Stamp Duty and other taxes	<ul style="list-style-type: none"> Service Tax, GST & TCS, as applicable rates and Stamp Duty (If levied) and all other taxes shall be payable by the contractor directly to the concerned authorities and a copy of the same will be provided to this office for record.
11.	Non-payment of monthly License rent Fee	<ul style="list-style-type: none"> If the payment is not made in the manner stipulated above i.e. if payment of MLF of the succeeding month is not made by the last day of the preceding month, the parking contractor shall be liable to deposit MLF with 24% per annum interest within first 15 days of the succeeding month, failing which the department may initiate the process for termination of the contract and forfeiture of the Security Deposit / Bank Guarantee and blacklisting of the contractor after issuing a notice for the same. However, the Commissioner, MCD or any other officer authorized by him, in this behalf, may on consideration of a representation of the contractor restore the parking site, subject to deposition of a restoration fees of 10% of the annual value of contract along with outstanding license fee and interest, penalty etc., for the intervening period & provided that the request for restoration (of contract) is made within 10 days of the termination of contract by the contractor. The decision of the Commissioner or any other officer authorized by him, after termination of the contract and to charge restoration fee or any other amount as may be prescribed for the purpose, shall be final and binding upon all. Any dues in this regard will be recoverable as arrears of MLF, if any.

Assistant Commissioner
Ramnagar Project Cell, MCD

Clause No	Terms and Condition	Description
12.	Parking charges	<ul style="list-style-type: none"> Details of parking charges to be collected from end user/parking users, per vehicle according to duration, are given in Annexure-1. The said parking charges are inclusive of Service Tax/GST. Parking contractor is authorized to collect only the specified amount of parking charges against categories of vehicles mentioned in the Annexure-1. The contractor shall properly print the parking receipts as : Parking Charges : (Inclusive of Service Tax/GST levied by Ministry of Finance, Govt. of India).
13.	Maintenance of Accounts	<ul style="list-style-type: none"> The contractor shall maintain proper books of accounts of the parking sites and submit details of the same as and when specifically required by the Department.
14.	Revision of parking charges and MLF	<ul style="list-style-type: none"> In the event of enhancement in parking rates, during the period of contract, the existing contractor shall be liable to deposit the revised MLF and other deposits in proportion of enhancement of parking rates as decided by Commissioner, MCD and the decision of Commissioner, MCD shall be final and binding upon all.
15.	Site Surrender	<ul style="list-style-type: none"> In case of surrender of the parking contract, the parking contractor shall have to give at least 90 days prior notice, but not before the lapse of 9 months of start of the contract plus advance MLF of three months (02 months advance MLF will be adjusted plus 01 month MLF will be submitted by the contractor), so as to enable MCD to examine the notice and to take decision and to make alternative arrangement for running the parking site to safeguard the municipal revenue. In case of surrender of the site, the amount deposited towards 'Bank Guarantee/security deposit' shall not be adjusted against the license fee of the remaining months and shall be forfeited, refunded or adjusted, as the case may be, after the determination of the contract. The decision of the competent authority shall be final and binding upon all. The parking contractor, who has surrendered a site, shall not be eligible to participate in the E-Tender / e-tendering / tendering process of the same site again at least for two consecutive years. To this effect an undertaking shall be given by the parking contractor, at the time of surrender. If any parking contractor surrenders parking site under MCD on three different occasions within a period of one year, he shall be debarred from participating in future NITs of MCD for a period of three years. In the event of determination of license/surrender, MCD reserves the right to ask the parking contractor to run and maintain the parking site on the terms and conditions of the agreement or as modified temporarily for a specific period as specified by the MCD and in such an event the parking contractor shall be bound to run the said parking site as and when asked and in such an event the parking contractor will be bound by the terms and conditions of the

Clause No	Terms and Condition	Description
		<p>respective NIT, agreement executed thereupon, provision of DMC Act.</p> <ul style="list-style-type: none"> o The surrender notice shall not be treated as 'valid/accepted/approved' unless up-to-date clearances of dues including the dues for the notice period are paid on the date of receipt of such notice. o The surrender once applied will be treated as irrevocable.
16.	Responsibility of the contractor regarding security and installation of CCTV and use of Hand Held Device	<ul style="list-style-type: none"> o Any theft, damage, of the vehicles parked in the authorised parking site, shall be the responsibility of the contractor and the corrective action shall be taken by the contractor, during the contractual period, at its own cost. The MCD shall not be responsible for damage or theft of the vehicles parked at the site. The installation of CCTV with proper back up etc as explained below is mandatory. o The contractor shall obtain electricity connection from the respective DISCOM for operation of CCTV, IT infrastructure and charging points of Handheld Devices of Parking app in his own name or install solar energy system, for which MCD shall provide him necessary No Objection Certificate, on his specific request. However no remission shall be extended for usage of solar renewable energy. In this regard, all charges/dues shall be payable by the contractor directly to the concerned electricity company. However, CCTV should be backed up with power and the same should have a back up memory of 30 days. Non maintenance of CCTV installations and HHD may result into termination of contract and taking over possession of the parking sites by the department. Non-working of CCTV or Hand Held Device shall be treated as major violation and shall attract relevant penalties, as envisaged in the NIT/E-Tender conditions/Parking contract. o The parking contractor shall always be responsible for any injury or damage or theft caused to or suffered by any person or property arising out of operation of the parking site and the consequential claim or claims shall be borne by the parking contractor who will also indemnify and safeguard the MCD in respect of any such claim or claims. Round the clock security arrangement shall be provided by the contractor by his trained man-power who shall be polite and courteous to the people using the parking site, especially women and senior citizens, and will not allow any unlawful activities within the parking site. MCD also reserves the exclusive rights to allow any advertisement/unipole/flag signs etc in the parking site.
17.	Penal Action	<ul style="list-style-type: none"> o All the penal provisions of DMC Act, Bye-laws framed there under IPC, Cr. PC, orders/directions of the Courts of law and conditions of the contract. The Competent Authority shall have the right to debar the Parking contractor, suspend business with him for any period or debar him from future contracts and/or black-list him. The decision of the Competent Authority shall be final and binding to all. o In case of violations of any of the terms and conditions of

Assistant Commissioner
Ramunative Project Cell, MCD

Clause No	Terms and Condition	Description
		the contract, the contract can be cancelled/terminated and the MCD shall be at liberty to resume possession of Parking sites without any notice to the contractor for breach of the terms and conditions of allotment and the contractor shall have no right to remove any fixture/fittings/other items provided by him in and around the Parking sites.
18.	Breach of Agreement, terms & conditions and restoration of contract	<ul style="list-style-type: none"> o The MCD shall have the right to terminate the contract and forfeit Bank Guarantee/ security amount if the parking contractor commits breach of any of the terms and conditions of the E-Tender/guidelines/agreement, provisions contained in the DMC Act or the Bye-laws framed there under, or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled/revoked. The Commissioner or any other officer authorized by him shall take over the parking site without any compensation whatsoever, besides forfeiting the security deposit(s)
19.	Guarantee	<ul style="list-style-type: none"> o The contractor shall have to guarantee/indemnify against closure of the site, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over charge of the site in whatever stage it is, without any payment being made, whatsoever.
20.	Damages	<ul style="list-style-type: none"> o Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor.
21.	Maintenance of complaint book	<ul style="list-style-type: none"> o The contractor shall have to maintain a Complaint Book at parking site to enable the aggrieved citizens to enter their complaints for periodical review by the RP Cell.
22.	Non Transfer of contractual rights	<ul style="list-style-type: none"> o The parking contractor in whose name the parking site is allotted shall not transfer the same to any other parking contractor. No sub-letting will be allowed.
23.	Blacklisting	<ul style="list-style-type: none"> o The contractor, if at any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted & in such an event his security amount/Performance guarantee/advance MLF and other deposits will be forfeited.
24.	Termination of contract	<ul style="list-style-type: none"> o The MCD reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor. From the date of termination of contract, MCD reserves the right to either offer the parking to an Ex-Serviceman for temporarily running the site, or declare it a free parking site, till the finalization of new NIT, to safeguard municipal revenues and provide orderly services to the citizen.
25.	Precautions	<ul style="list-style-type: none"> o The contractor shall take all precautions to avoid any accidents during operation of the parking sites and due to electrical fittings. If any accident occurs during operation of the parking sites / fittings, the contractor shall be directly

Clause No	Terms and Condition	Description
		<p>responsible for the damages or any other consequences, whatsoever and MCD shall be kept free of liabilities.</p> <ul style="list-style-type: none"> o Proper arrangement shall be made by the contractor to avoid any hindrance to the traffic during operation of the parking sites. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements.
26.	Remission	<ul style="list-style-type: none"> o No remission shall be allowed in general except otherwise mentioned in the E-Tender documents. However, in exception circumstances involving natural calamity/national/state causes which may occur beyond control of any person MCD may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of competent authority in this regard shall be final and binding upon all. o The intending E-Tenderer shall inspect the description of the parking site, before submitting E-Tenders and may obtain clarification, if any, before submission of the E-Tender. No objection/grievance/dispute in this behalf shall be entertained subsequent to submission of the E-Tender. Also no remission in license fee will be given, in this regard. o The remission can be allowed by the Competent Authority in exceptional circumstance involving natural calamity occurred beyond control of any person or keeping parking site closed as per approval of Competent authority of MCD/ Delhi Police not below the rank of Director and Deputy Commissioner of police respectively. The Competent Authority, MCD would consider remission of such cases on case to case basis subject to condition that full MLF be paid by the allottee well in time not withstanding any claims of remission/refund, verification confirmation by the concerned department/officer and submission of soft record of CCTV camera.
27.	Transfer of land/spaces to MCD	<ul style="list-style-type: none"> o Transfer the facility back to the MCD without any encumbrances at the end of the License Period and extension thereof.
28.	Third party monitoring	<ul style="list-style-type: none"> o MCD reserves its right to appoint / engage a third party for the monitoring of the parking sites. In that case, the expenses will be borne equally by the contractor and the MCD i.e. 50% each.
29.	Recovery of dues including MLF	<ul style="list-style-type: none"> o In case of parking contractor fails to deposit his dues as per the conditions of the contract including the MLF or the advance cheques presented by him are not honoured by the issuing bank due to whatever reason, action under the relevant clause of the contract agreement shall be taken against him. o Apart from any such action, the contractor shall be liable for initiation of the criminal proceedings under relevant clause of Cr. PC/IPC any other remedies available with the corporation under the law of the land. The charges payable by the contractor are also liable to be recovered

Clause No	Terms and Condition	Description
		as revenue due to MCD and recovery proceeding under relevant provision (s) of DMC Act shall be taken against defaulting contractor.
30.	Pollution under control (PUC) Centre	<ul style="list-style-type: none"> ○ After allotment of the parking site it is the sole responsibility of the contractor to establish the Pollution Under Control centre on the respective parking sites, as directed by the Hon'ble Minister of Environment & Forest, Govt. of NCT of Delhi, in the meeting held on 08.03.2016, as communicated by SE/DEMS/MCD vide his letter dated 08.03.2016.
31.	Sub-letting/Transfer/Assignment	<ul style="list-style-type: none"> ○ The H-1 bidder during the tenure of license shall not sublet/transfer/assign or part with the land/space allotted for use or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the land/space allotted for use or to use any part thereof save with the prior permission in writing. ○ In case of subletting/transfer/assign, the license will be terminated automatically. MCD will take all necessary actions, as deemed fit by it, in such case.
32.	Loss to MCD	<ul style="list-style-type: none"> ○ The concessionaire shall be bound to indemnify and reimburse the MCD for all claims, demands, loss, charges, cost and expenses which it may have to incur, or which accrue on account of infringement of any of these conditions by the concessionaire.
33.	Obligation of the authority and Right of Way	<ul style="list-style-type: none"> ○ The Authority shall, enable access to the site, free from any encumbrances, in accordance with this agreement. ○ The Authority shall permit peaceful use of the site by the concessionaire as lessee and in under accordance with the provision of this Agreement without any let or hindrance from MCD or any person claiming through or under him. ○ The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: <ul style="list-style-type: none"> ○ upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project; ○ undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field/nodal officers of these departments for making available required assistance and resources to the Concessionaire towards the discharge of its obligations as per this Agreement; ○ not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement; ○ support, cooperate with and discharge its obligations to facilitate the Concessionaire in performing its obligations in

Clause No	Terms and Condition	Description
34.	Obligation of the Concessionaire	<p>accordance with the provisions of this Agreement; and</p> <ul style="list-style-type: none"> o Subject to and on the terms and conditions of this document, the Concessionaire shall at its cost and expense undertake to fulfill all the requirements of Scope of the Project as mentioned in Clause 4 in the RFP Documents, and observe, fulfill, comply with and perform all its obligations set out in this document or arising hereunder. o The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations o The Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person. o The Concessionaire hereby accepts and agrees to discharge obligations herein and provide the Services, subject to and in accordance with the terms and conditions set forth herein: o Subject to and in accordance with the provisions of this Agreement, the Concessionaire shall be obliged or entitled (as the case may be) to: o Right of Way, "only contractually required and need based" access and license rights to the Sites as listed in under Clause 4 of this document for the purpose of and to the extent conferred by the provisions of this Agreement for performing and fulfilling all of the Concessionaire's obligations under this Agreement; o Plan, procure, equip, install, commission, and maintain (and/or upgrade) the Infrastructure as per the terms and conditions of this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits, Performance Parameters and Good Industry Practice. o Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this document; o Not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Equipment nor transfer, License or part possession thereof. o Perform and fulfill all of the Concessionaire's obligations in accordance with this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice; o Exercise such other rights and obligations as the Authority may determine as being necessary or desirable, for the purpose incidental and necessary for implementing the Project. o The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: o make, or cause to be made, necessary documented applications to the relevant Government Instrumentalities with such particulars and details, as may be required for

Clause No	Terms and Condition	Description
		<p>obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;</p> <ul style="list-style-type: none"> o procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project and in line with the scope of work detailed in Clause 4 of this document o make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this document; o ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this document; o not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this document; o support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this document; o The Concessionaire shall pay Monthly License Fee, Security Deposit/Performance Guarantee as the time stipulated under this document. o The selected bidder shall comply with the rules & regulations notified by Labour Department of Central Government and State Government. o The selected bidder shall not sublet any part of the assigned/awarded work to any third party during period of concession. If the bidder found subletting the assigned work, the contract shall be terminated and all the deposits including Security Deposit /Performance Guarantee, Advance monthly license fees etc. shall be forfeited.
35.	Force Majeure	<ul style="list-style-type: none"> o The bidders shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion. o If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the

Clause No	Terms and Condition	Description
		<p>extent they are affected by the Force Majeure.</p> <ul style="list-style-type: none"> o That Security Deposit/Performance guarantee shall not be invoked in case of force majeure situation(s).
36.	Competent Authority	<ul style="list-style-type: none"> o For the purpose of this contract, Commissioner, MCD, or any other officer, authorized by him, shall be the competent authority and his/her decision shall be final and binding on the parties to the contract.
37.	Jurisdiction of courts	<ul style="list-style-type: none"> o All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE

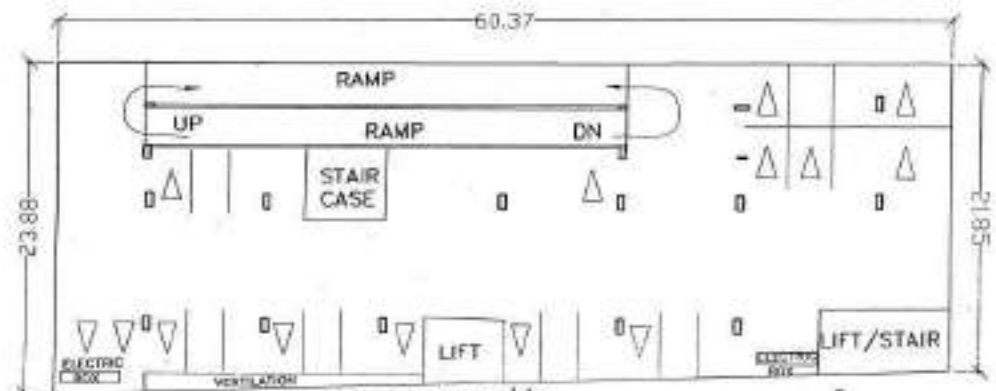
<p>SIGNED ON BEHALF OF MCD</p> <p>(Signature) (Name) (Designation)</p>	<p>SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF AGENCY by the hand of its authorized representative</p> <p>(Signature) (Name) (Designation) pursuant to Resolution dated _____ of its board of directors.</p>
<p>In the presence of Witnesses (1): Name Sign Date: Place:</p>	
<p>Witnesses (2) Name Sign Date: Place:</p>	


 Assistant Commissioner
 Ramunerative Project Cell, MCD

①	UNOCCUPIED	444	33	—

LEGEND

ENCLOSURE	0
WALL	—
DOOR CASE	—
ELECTRIC POLE	↑
WATER POLE	↑
WATER POLE	↑



Due to Non availability of electric connection the 3rd Basement Level are vacate.

[Signature]
Inspector (RP Cell)
North DMC

[Signature]
Administrative Officer
RP Cell (North DMC)
Civic Centre, Minto Road
New-Delhi-110002

[Signature]
Assistant Commissioner
Remunerative Project Cell, WCD

NOTES:-
STREET PARKING ARE DENOTED FROM
①
ROAD BY 30 FT. TO
NO PARKING IN FRONT OF THE MAIN GATE / ENTRANCE
OF THE PLOTS OR PARCELS.
NO PARKING ON THE ISLANDS AND FOOTPATHS.

PROJECT:	PARKING SITES K.P. ZONE	
TITLE:	S.A. SHOWING PARKING LAY-OUT FOR MLC MODEL TOWN AT THIRD BASEMENT LEVEL	
CIVIL CONSULTANT:	BALAJI CONSULTANTS	
ALL DIMENSIONS IN METERS	ENC. NO.	DATE: 11/10/2014
TRANSPORT CONSULTANT	AS BY CITY	

[Signature]
7/13

①	316.00 Sq.m	40/ 25	—
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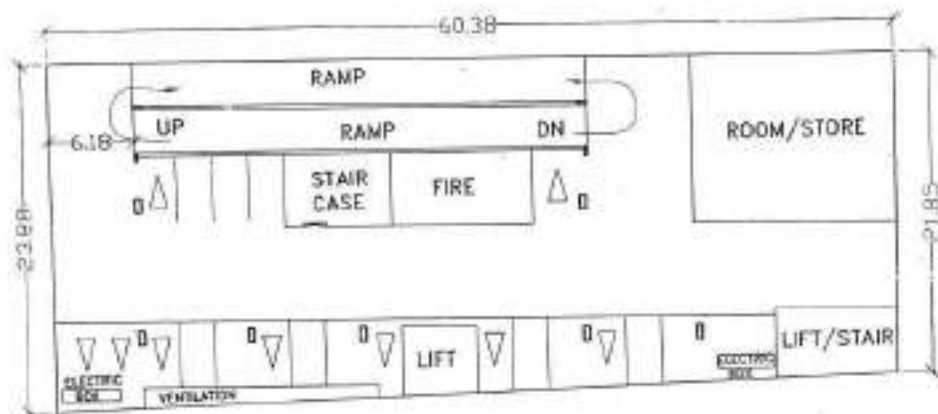
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www.mindgardens.org

6. **THESE VOLT**

ADDRESS _____



Inspector (R/C Cell)
North DMG

Administrative Officer
RP Cell (North DMC)
Civic Centre, Minto Road,
New Delhi-110002

Assistant Commissioner
Remunerative Project Cell, MCD



NOTES -

NOTES -
 MOST DRAWINGS ARE DATED FROM

① TOTAL IN 20 IN INL
NO PARKING IN FRONT OF THE MAIN GATE / DIST
OWNER OF THE PLOTS OR PREMISES.
NO PARKING ON THE ISLANDS AND FOOTPATHS.

FRUIT.

PARKING SITES
K.P. ZONE

1996]

E.L. SHOWING PARKING LAY-OUT
FOR MUG MODEL TOWN
AT FIRST BASEMENT LEVEL

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BALAJI CONSULTANTS

66A. ENACTED 1975-1976 66A

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1997	1998
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BRAND CONTACT CENTER



TRANSPORT CONSULTANT

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NORTH DELHI
MUNICIPAL
CORPORATION