



Bhubaneswar Smart City Limited

5th Floor, ICOMC Tower, Bhoi Nagar, Unit-IX, Bhubaneswar- 751022

E-mail Id: bbsr.bscl@gmail.com, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

No. 377 /BSCL/2024

Date: 07.03.2024

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR PARKING MANAGEMENT AND CFMS FOR MULTI-LEVEL CAR PARKING (MLCP) RAJMAHAL, ASHOK NAGAR, BHUBANESWAR.

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposal from registered and experienced agencies for selection of agency for PARKING MANAGEMENT AND CFMS for Multi-Level Car Parking (MLCP) Rajmahal, Ashok Nagar, Bhubaneswar. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. www.smartcitybhubaneswar.gov.in. Interested agencies may submit their proposals in a sealed cover super-scribing as "RFP for selection of agency for PARKING MANAGEMENT AND CFMS for Multi-Level Car Parking (MLCP) Rajmahal, Ashok Nagar, Bhubaneswar" with advertisement number and date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5th Floor, ICOMC Tower, Bhoi Nagar, Unit-IX, Bhubaneswar- 751022 through Speed Post / Registered Post / Courier services only, which should reach on or before 5.00 PM on 21.03.2024 positively and the same will be opened on 11.00 AM on 22.03.2024. Proposals received after the due date and time shall be rejected. The undersigned reserves the right to reject any or all the tender without assigning any reason thereof.

For any queries you reach through email: bbsr.bscl@gmail.com

By order of Managing Director

**General Manager
Bhubaneswar Smart City Limited**

Bid Identification No. 377 dated 07 / 03 / 2024

REQUEST FOR PROPOSAL (RFP)

For

PARKING MANAGEMENT AND CFMS FOR MULTI-LEVEL CAR
PARKING OF RAJMAHAL, ASHOK NAGAR, BHUBANESWAR



Issued by:
Bhubaneswar Smart City Limited (BSCL)
5th Floor, ICOMC Tower
Bhoi Nagar, Unit-9,
Bhubaneswar - 751022, Odisha
Website: <https://www.smartcitybhubaneswar.gov.in/>

Handwritten signatures and initials in blue ink at the bottom of the page.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Bhubaneswar Smart City Limited
5th Floor, ICOMC Tower, Bhoi Nagar,
Unit-9, Bhubaneswar -751022,



DATA SHEET

| | | |
|----|---|--|
| 1 | Name of the Project | For Selection of Parking Management & CFMS for Multi-level Car Parking at Rajmahal, Ashok Nagar, Bhubaneswar. |
| 2 | RFP Issued by | Bhubaneswar Smart City limited |
| 3 | Mode of bidding | Offline (Hard copy) |
| 4 | Contract period | The tenure of license period shall remain in force for a period of 05 years. The contract period of license period shall remain force for an initial period of 2 (two) years which can be renewed on yearly satisfactory performance basis and it can be extended for a further period of 03 years subject to satisfactory execution of the agreement on the Mutual consent of both the Parties. |
| 5 | Minimum Reserve License Fee | Rs. 100.00 Lakhs per annum |
| 6 | Bid Parameter | ANNUAL LICENSE FEE to be quoted by the Bidders. |
| 7 | Selection Criteria | The bidder meeting all the technical eligibility criteria and quoting the Highest Annual License Fee shall be theselected bidder. |
| 8 | Cost of RFP document | Rs.11,800/- including GST(nonrefundable) to be paid in the form of demand draft drawn from any nationalized/scheduled bank in favour of BSCL payable at Bhubaneswar. |
| 9 | Bid Security /EMD | Rs.10,00,000/-(refundable to be paid in the form of demand draft in favour of BSCL payable at Bhubaneswar. |
| 10 | PerformanceSecurity | Prior to Effective Date: Performance Security of an amount equal to 10% of the Annual License Fee in the form of anirrevocable and unconditional bank guarantee (Performance Security). The Performance Security shall be released only after the expiry of the license period, subject to fulfillment of all agreements/ conditions of RFP. |
| 11 | Date of RFP published | 08.03.2024 |
| 12 | Pre-bid meeting & queries | Pre-bid queries shall be sent by 15.03.2024 by 5.00 PM to bbsr.bscl@gmail.com Pre-bid meeting shall be held on 16.03.2024 at 11:30 AM. |
| 13 | Uploading of response to Pre-Bid Query | 16.03.2024 at 6.00 PM |
| 14 | Last date and time of Submission of bid documents | 21.03.2024 up to 5:00 PM |
| 15 | Opening of technical Bid | 22.03.2024 at 11:00 AM |
| 16 | Opening of Financial Bid | To be Intimated later |
| 17 | RFP can be downLoAded from; | Website: www.smartcitybhubaneswar.gov.in/ |
| 18 | Joint venture | Allowed (maximum of 2 partners) |
| 19 | Available of tender document | Bidders are advised to submit their respective proposals only after visiting the site and validating project information. 11.00AM of 08.03.2024 to 5.00 PM of 21.03.2024. |
| 20 | Address for Correspondence | Bhubaneswar Smart City Limited (BSCL) 5 th Floor, ICOMC Tower, Bhoi Nagar, Unit-9, Bhubaneswar -751022, Odisha Website: https://www.smartcitybhubaneswar.gov.in bbsr.bscl@gmail.com Tel- 0674-2548428 E-mail- |

A

A-INTRODUCTION TO BIDDERS

1. Scope of bid

- 1.1. Bhubaneswar Smart City Limited ("the Authority") intends to floating RFP for selection of an agency for Parking Management and CFMS for Multi-level Car Parking at Rajmahal, Ashok Nagar, Bhubaneswar. The contract period of license period shall remain force for an initial period of 3(three) years which can be renewed subject to satisfactory performance on yearly basis and it can be extended for a further period of 02 years subject to satisfactory execution of the agreement on the Mutual consent of both the Parties.
- 1.2. The adjoining areas of Raajmahal, Ashok Nagar i.e Unit -1 daily Market & Unit-2 Market building are connecting directly to the Smart Janpath. It lies near the busy location in the middle of the city of Bhubaneswar which is a major North - South corridor in Bhubaneswar. It connects Vani Vihar to Sishubhawan through Saheed Nagar, Kharavel Nagar, Satya Nagar, Ashok Nagar and Bapuji Nagar stretches. The whole stretch from Vani Vihar to Sishubhawan has also been identified as Smart Janpath Project. Bhubaneswar's road network is grid-iron with ROWs ranging from 30 to 60m. National highway passes through the city carrying regional passengers and freight traffic of volumes every day.
- 1.3 Multi-Level Car Parking (MLCP) building has been created for parking which is suitable for 460 numbers of Equivalent Car Spaces (ECS). All the floors above the parking floors have been built as commercial spaces. The car parking building has lower and upper basement ground and above floors depending up on the applicable F.A.R and building by laws of Bhubaneswar Development Authority.
- 1.4 The main advantages of the MLCP are:
 - Reducing on- street parking leading to full utilization of the carriageway
 - Optimization of space
 - Lower maintenance cost
 - Maximum Passenger Car units (PCUs) can be achieved in minimum land area
 - Secure and environment-friendly
 - Comfortable for the drivers and no hassle in finding parking space.
- 1.5 Ticket collecting kiosk, toilets, 3 nos. Lift, Ramp for persons with disabilities/ senior citizen, provision of Boom Barrier, BMS system, PAS system, Parking sensor, Digital display, CCTV surveillance, RO water purifier system, Underground Reservoir with a capacity of 1.5 lakhs liters for firefighting and 1 lakh liters for Domestic, Provision for firefighting, etc.
- 1.6 The Proposals shall consist of 2 parts: (a) Technical Proposal (b) Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
- 1.7 The Authority wishes and invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this Request for Proposal.
- 1.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 1.9 The Bidder shall furnish a Bid Security/EMD of value equivalent to Rs. 10,00,000/- (Rupees Ten Lakhs only) in accordance with the provisions of this Request for Proposal. No other form of Bid Security /EMD is allowed except the Demand Draft.
- 1.10 The Bid Security/EMD shall be refundable no later than 60 (sixty) days from the bid due date except in the case of the Selected Bidder whose Bid Security /EMD shall be retained till he provides a Performance Security under the License Agreement.

The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the Client at the earliest. The Client will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the Service Agreement in relation to:

 - the Bid Process, the provisions of the RFP shall prevail; and
 - the scope of services or any other terms or conditions of the Services Agreement, the provisions of the Services Agreement shall prevail.
- 1.10 Minimum Reserve License Fee - **Rs.100.00 Lakhs per annum.**

2. LOCATION

The site is located at a distance of 2.2 kms from the Biju Patnaik International Airport and 2.1 kms from the Bhubaneswar Railway Station and 5.5 kms from the National Highway. The area is located in the **Central Business District** of Bhubaneswar.

3. AREA STATEMENT

| Sl No | Floor | Use | Floor Area | Floor Area | Four-Wheeler Parking | Two-wheeler Parking |
|-------|------------------------|---------|------------|------------|----------------------|--------------------------|
| | | | (in sqm) | (in sqft) | | |
| 1 | Lower Basement | Parking | 3,183 | 34,261.49 | 64 | 205 |
| 2 | Upper Basement | Parking | 3,183 | 34,261.49 | 59 | 183 |
| 3 | Ground Floor | Parking | 2,000 | 21,527.80 | 38 | 143 |
| 4 | 1st (First) Floor | Parking | 2,100 | 22,604.19 | 59 | 13 |
| 5 | 2nd (Second) Floor | Parking | 2,100 | 22,604.19 | 62 | 13 |
| 6 | 3 rd floor* | Parking | 2,100 | 22604.19 | 64 | 13 |
| | Total | | | | 346 | 570 = 114 car parking |

*Parking space of the 3rd floor of the building will be reserved for the commercial floors (parking space cannot be used by the agency at any point of time.)

4. Selected bidder

- The Bidder is required to quote the rate per annum as the Annual License Fee. The Annual License fee shall be **increased by 5% yearly basis for 2 year** and the license fee shall be increasing for every year on the mutual consent of both the parties till the contract period is over. The annual fee shall be paid by the Agency to BSCL on quarterly basis. Whereas the Agency fails to do so, **an interest at 8%** shall be levied during the default period till the next date of payment.
- BSCL reserves right to supervise the work of the Agency whenever the client feels warranted.
- The bidder is required to quote the year-wise gross revenue to be shared with the Authority and the selection will be done on **Highest Annual License Fee of Quoted Year- wise Gross Revenue**.
- Letter of Award (LOA)** will be issued by the Authority to the successful bidder.
- The Agreement is to be signed **within 21 days** of issue of **LoA** and submission of Performance Security.

5. Pre-Bid Clarification

A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Authority in writing at the address or email given below:

- The bidder may submit any query in writing by post or by email to BSCL.
- The Authority will examine the request for clarification of the Bidding Documents which it receives not later than two (02) days prior to the date of pre-bid meeting and if needed will issue the clarification/amendment of the Bidding Documents of the Authority.
- Pre-bid queries shall be sent by 15.03.2024 by 5.00 PM to bbsr.bscl@gmail.com.
- Pre-bid meeting shall be held on 16.03.2024 at 11:30 AM
- Uploading of response to Pre-Bid Query **16.03.2024 at 6.00 PM**

6. Project Inspection & Site Visit

The Bidder is advised to visit and examine the location of the site and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own cost. The Client shall not be liable for such costs, regardless of the outcome of the Bid Process. The Client shall facilitate such site visits provided that the Bidder gives the Client at least 3 days prior written notice of its intention to visit the site.

7. Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, the Authority may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by

issuing addendum/corrigendum.

- (ii) Any addendum/corrigendum thus issued shall be the part of the Bidding Documents
- (iii) The Bidder shall also confirm in the "Letter of Submission of Technical Proposal" that the information contained in such addenda/corrigenda have been considered in preparing his bid.
- (iv) To afford prospective Bidders a reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Authority may at its discretion extend the deadline for submission of bids.

8. Submission of BID-

The Bidder shall submit the Proposal in the format specified at RFP, the hard copy should be sealed in an envelope and marking the envelope as " **RFP** for Selection of ***Parking Management & CFMS for Multi-level Car Parking at Rajmahal, Ashok Nagar, Bhubaneswar**. The RFP should be submitted in 03 (Three) Envelope System.

a - Envelope - 1.

TECHNICAL PROPOSAL

Should consists of following documents as per Annexure

- a) **RFP Processing Fee for Rs. 10000/- +GST 18%** (Demand Draft in Original/Photo Copy).
- b) **Earnest Money Deposit (EMD) for Rs. 1000000 (Ten lakhs)** (Demand Draft in original).
- c) Photocopy of self-attested valid License/Registration.
- d) Photocopy of self-attested GST Documents.
- e) Photocopy of self-attested PAN Certificate.
- f) Check list – Annexure- 1
- g) Letter of Proposal for RFP -Annexure-2
- h) Particulars of Bidder -Annexure-3
- i) Financial Capacity of Bidder -Annexure-4
- j) Certificate from CA – Annexure - 5
- k) Project Experience Certificate(s)- Annexure-6
- l) Power of Attorney -Annexure-7
- m) Undertaking that the firm is not blacklisted anywhere on letter head - Annexure-8
- n) Undertaking regarding conflict of interest – Annexure-9
- o) Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead- Annexure-10
- p) Financial Proposal – Annexure – 11
- q) Service Level Agreement – Annexure-12

b-Envelope - 2.

FINANCIAL PROPOSAL

The Bidder shall submit the Financial Proposal in the format specified at Annexure -VIII and seal it in another envelope and mark the envelope as "Financial Proposal".

c-Envelope-3

All the above 02(Two) Envelopes (i.e. Envelope - 1 & 2) shall **be put in 03rd Covering Envelope** and must be "super scribed" with the subject RFP as RFP for "Parking Management and CFMS Multi-Level Car Parking Management at Rajmahal, Ashok Nagar, Bhubaneswar.

- d- The Bidder(s) should also furnish their detailed Office Address along with contact number on all the three Envelope(s) for reference. In addition, the Bid Due Date shall be indicated on the right-hand corner of each of the envelopes.
- e- The Tender paper/documents can be dropped on Tender Box available in BSCL Office.

f- Address for correspondence

To

The Chief Executive Officer
Bhubaneswar Smart City Ltd.,
5th Floor, ICOMC Tower,
Unit-9 Bhubaneswar-751022,
Khordha, Odisha

g- In case the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the Bidder.

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

i- Bid Due Date

- Bids should be submitted as per the Bid Due Date and time specified in this RFP.
- Last date and time of Submission of bid documents **21.03.2024 up to 5:00 PM**
- Opening of technical Bid **22.03.2024 at 11:00 AM**
- Opening of Financial Bid To be Intimated later
- The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

j- Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

k- Modifications/ Substitution/ Withdrawal^a of Bids

- The Bidder may modify, substitute or withdraw its Bid after submission, provided that, written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause as mentioned in this RFP with the envelopes being additionally marked "Modification", "Substitution" or "Withdrawal", as appropriate.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

l- The bids submitted shall be opened 5.00 hours on 21.03.2024.

m- The bid submitted shall become invalid and cost of Tender processing fee shall not be refunded if:

- The bidders are found ineligible.
- The bidders do not submit all the documents as stipulated in the bid document.

n- The bidder shall bear all costs associated with the preparation & submission of the bid & the BSCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

o- BSCL may at its discretion extend the due date for submission of bids by amending the bidding document. Bid/ Proposal incomplete in any respect viz non-submission of any required document or information or requisite fee is liable for rejection.

p- There shall be no over-writing in the bid document and other papers submitted. All the additions, alterations, deletions and cuttings should be initialed with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.

9. Cost of RFP Document

The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non- refundable amount of **Rs. 11,800/- (Eleven Thousand Eight Hundred Only)** including GST towards Bid Processing Fee as prescribed in the RFP failing which the Proposal will be rejected.

10. BID SECURITY/EMD

Each bidder shall furnish, along with the Technical Bid, a Bid Security/EMD amounting to **INR 10 lakh (Rupees Ten Lakh**

only) in the form of Bank Guarantee for the Project. The Bid Security/EMD shall be in the form of an unconditional and irrevocable Bank Guarantee from a scheduled / nationalized bank in India in favor of "Bhubaneswar Smart City Limited". The Bid Security/EMD shall remain valid for a period of 60 days beyond the original validity period for the bid. Any bid not accompanied by an acceptable Bid Security/EMD in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.

The Bid Security/EMD of the bidders other than the preferred bidder will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period or selection of the preferred bidder whichever is later. The Bid Security/EMD of the preferred bidder shall be extended by a **period of 90 days beyond** the original validity period or till submission of performance security, whichever is later. On submission of the performance security the Bid Security /EMD of the preferred bidder shall be returned.

The Bid Security/EMD will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign Contract;
- (c) Preferred Bidder fails to provide Performance **Security within the stipulated time period**

11. Performance Security.

- For due and punctual performance (Parking Management and CFMS for Multi-level Car Parking) of its obligations under this Agreement relating to the Project. The selected bidder/ Parking Management & CFMS Agency of Multi-level Car Parking shall deliver to the Authority within 07 days of issue of Letter of Award and maintain Performance Security equal to INR in the form of a Bank Guarantee/Demand Draft in favour of Bhubaneswar Smart City Ltd.
- The Agency shall have to deposit an amount equal to **10% of the Annual License Fee** in the form of an irrevocable and unconditional bank guarantee in favour of BSCL. This will be treated as Security Deposit and shall be released only after the expiry of the license period subject to fulfilment of all agreements/ conditions by the Parking Management & CFMS Agency. It shall not carry any interest.

12. General Eligibility Criteria

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following **Eligibility Criteria**. Each Bidder is required to provide copies of the following supporting documents/information as part of its eligibility proposal failing which the Proposal will be rejected.

A Bidder shall be eligible to bid subject to the conditions set out in clause below.

- i. a Bidder can be (i) a company incorporated under the Indian Companies Act, or, (ii) a Partnership firm registered under the Partnership Act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 or (iii) a sole proprietorship firm.
- ii. The registered Office/ branch office of the bidder must be located within the jurisdiction area of Bhubaneswar, Odisha.
- iii. The Bidder shall have minimum average annual turnover of **5 Crore (five crore)** during last 5 (Five) consecutive financial years (2018-19, 2019-20, 2020-21, 2021-2022 and 2022-23).
- iv. The Applicant should have recorded positive net worth in last three financial year (2020-21, 2021-22 and 2022-23) of similar nature of services.
- v. Bidder must not have been barred by the Govt, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.
- vi. A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date.

13. EVALUATION PROCESS

- a) Opening and Evaluation of Bids
 - i. The Authority shall open the Technical Bids as per the schedule of bidding process and in the presence of the Bidders who choose to attend.
 - ii. The Authority will subsequently examine and evaluate technical Bids in accordance with the provisions set out in Section.
 - iii. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

- iv. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for evaluating the Technical and Financial Capacity of the Bidder.
- v. In the event that a Bidder claims credit for an Eligible Project, and such claims determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluating the Technical and Financial Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of this RFP.
- vi. The Bidders who meet the eligibility criteria as mentioned in this RFP will be shortlisted and eligible for opening the Financial Proposal.
- vii. The Project will be awarded to the bidder quoting the highest annual license fee.
- viii. The opening of Bids and acceptance thereof shall be substantially in accordance with this Request for Proposal document

14. Technical Eligibility:

- a) The bidder should have a minimum of 3 years of experience in managing contract exclusively for vehicle parking management system at any Star Hotels/Resorts, Hospitals, Airports, Seaport, Railways including Metro Rail Stations, Bus Terminals, approved public vehicle park/Multilevel car parking of Municipal Corporations, Malls or Shopping Complex ending 2022-23.
- b) The Bidder should have similar Nature of service experience of value not less than Rs.2.00 Crores in single order or having two work order value not less than 1.00 crore in last 3 years.
- c) The applicant may have experience of Operating and Maintaining the car parking areas of various capacities with a combined capacity of at least 200 Cars, at a single point of time in last 5 years.
- d) The Bidder or any Member of the Bidding Consortium should have above technical expertise for participate the bid.

15. Financial Eligibility:

- The Bidder or any member (in case of JV) shall have minimum average annual turnover of **5 Crore (five crore)** during last 5 (Five) consecutive financial years (2019-20,2020-21, 2021-2022 &2022-23).
- The Bid must be accompanied by the Audited Financial Statement of the Bidder of the last 5 (five) financial years preceding the year in which the Bid is made.
- In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 5 (five) years preceding the year for which the Audited Financial Statement is not being provided.
- The Bidder must establish the minimum Annual Turnover as specified in Clause above as the case may be, and provide details as per format at Annexure-III of Financial capacity of the Bidder.
- The Bidder(s) must have a valid Permanent Account Number (PAN) and Goods and Service Tax (GST) registration of the State of Odisha
- In Case of Joint venture (Member 1 turnover) + (Member 2 Turn Over) = Total Turnover
Both consortium units turn over certificate, balance sheets to be submitted in this bid document.

16. Joint Venture: -

- The number of members in a consortium can be a maximum of 2 (two) members including the Lead Member.
- The Proposal should contain all information required for each member of the Consortium.
- The members of the consortium shall nominate one member as the "Lead Member" who shall be the point of contact throughout the bidding process.
- Members of the Consortium shall enter into a venture Agreement (the "Joint Bidding Agreement") for the purpose of submitting the Bid.
- Copy of the Joint Venture Agreement should be submitted along with the Technical Proposal. The Bidder should include a brief description of the roles and responsibilities of individual consortium members with reference to the requirements under this RFP.

17. Financial Proposal

The Bidders who are shortlisted after evaluation of technical proposal will be informed about the opening date of the Financial Proposal in writing and on the following website i.e. www.smartcitybhubaneswar.gov.in and the Financial Proposal shall be opened in the presence of the shortlisted Bidders who choose to attend.

18. Selection of Bidder

The bidder meeting the technical eligibility criteria and other terms and conditions as set forth in this RFP and quoting the **highest annual license fee** offered to the Authority shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may in its discretion, invite all eligible Bidders to submit fresh Bids here under.

- In the event that two or more Bidders quote the same amount of Annual license Fee, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- In the event that the bidder quoting the highest annual license fee withdraws, the Authority may invite all the remaining Applicants to match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- After selection, a Letter of Award (the "**LoA**") shall be issued in duplicate by the Authority to the Selected Bidder and the Selected Bidder shall return the duplicate signed copy of the LoA in acknowledgement thereof within 3(three) days of the issuance of the LOA. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security/EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA.
- After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the License Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- The H2 Bidder/Second Highest Bidder will be empaneled as Parking Management & CFMS Agency by BSCL and will be awarded the work, in the event of breach of agreement between H1 Bidder and BSCL.
- In the event that the primary bidder (H1) is unable to fulfill the required work, BSCL reserves the right to extend the offer to the **secondary bidder (H2)** at the same rate initially offered to H1.
- Furthermore, in cases where multiple bidders have quoted the same price, BSCL will select the winning bidder through a lottery system.

Contacts during Bid Evaluation
Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

19. Bid Parameter

- i. The financial proposal shall comprise of Annual License Fee, to be quoted by the Bidder in accordance with the provisions of this RFP and License Agreement. The Bidder who quotes the "**Highest Annual License Fee**" shall be the Selected Bidder. Bids are invited on the basis of the Annual License Fee as per the provisions hereof and particularly the License Agreement.
- ii. The Annual License Fee shall be **increased by 5% yearly basis for 2 year** and the license fee for remaining year shall be increasing for every year on the mutual consent of both the parties till the contract period is over

- iii. The Annual License Fee shall be increased at the rate of 5% (Five percent) year **on year to year basis**, over the previous year's Annual License Fee.
- iv. The Annual License Fee quoted by the Bidder shall be over and above the Bidder's obligation to operate & manage as per the details set out in the License Agreement.
- v. Annual License Fee shall be paid up front by the Agency to the Authority.
- vi. The Selected Bidder shall deliver a Performance Security equal to **10% of the Quoted Annual License Fee** as a form of Bank Guarantee or Demand Draft in favour of **Bhubaneswar Smart City Limited**, payable at Bhubaneswar, Odisha in any scheduled bank within 15 days after the LoA.

20. Validity of Bids

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

21. Short-Listing and Notification

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed qualified Bidders whose Financial Proposals shall be liable to be opened. At the same time, the Authority would notify to the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

22. Timeline of deposit the fee:

| Payment Description | Timeline |
|--|--|
| Performance Bank Guarantee (10%) | Within 15 days after LoA |
| Advance Payment (3-month value of total license fee) | Within 15 days from LoA |
| Quarterly Advance Fee (3-month fee) Deposit | End of every quarter. |
| Interest on Late Payment | 8% during default period until next payment date |

23. Statutory Compliances:

The Agency shall be responsible for compliance and coverage of its employees under all necessary statutory obligations in different statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. The Agency shall maintain proper records & documents and produce them as and/ when required, in proof of compliance of all the relevant and connected provisions/laws enacted by the Central & State Govt. etc. The Agency shall obtain all requisite license, permissions, certificates, registrations, etc. and shall furnish as and when demanded.

24. Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat this information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

25. Correspondence with the Bidder

Save and except as provided in this Request for Proposal, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

26. SCOPE OF WORK

A) The scope of work shall essentially **include Collection of Parking fee and management of parking slots of the MLCP;**

- i. The successful bidder would be given the right to collect revenue as parking fees from two and four-wheeler vehicles inside the MLCP Campus. The rate shall be fixed by the successful bidder on discussion with 1st party.
- ii. The bidding parameter for determining the Selected Bidder subject to other qualification Criteria and eligibility criteria being met would be the YEARLY LICENSE FEE to be quoted by the Bidder.
- iii. After the signing of contract agreement with the selected bidder on Appointed Date i.e., date of execution of contract agreement both parties shall be required to fulfill all condition preceding within 21 days. The date on which all the Conditions Precedent are met will be referred to as the Effective Date.

- iv. All the records such as vehicle registers, tokens, if any, etc. shall be handed over to the designated officer of Bhubaneswar Smart City Limited or any officer appointed by it, after the expiry of the License period.
- v. The Selected Bidder will write the time of entry and exit of the vehicle on the parking ticket and on the counter foil. The counterfoils will be maintained by the Selected Bidder for the entire period of the License and it will be produced as and when required by any authorized representative of Bhubaneswar Smart City Limited. All transactions for User fee collection to be kept on digitized format including the time stamp.
- vi. The Selected Bidder shall during the contract period, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, and payments; and assets and liabilities, in accordance with this Agreement, the Applicable Laws and Good Industry Practice.
- vii. The Selected Bidder shall provide Bhubaneswar Smart City Limited, a copy of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Financial Year to which they pertain.
- viii. There should be no encroachment at any time of the Licensing period. The maintenance and upkeep of the existing Infrastructure present at MLCP (parking area) as well as common area will be the responsibility of the Selected Bidder.
- ix. Fare boards, Parking stand boards and entry & exit boards of size approved by Managing Director, Bhubaneswar Smart City Limited with retro reflective lettering mounted on GI pipes shall be provided by the Selected Bidder for the above blocks as per requirement.
- x. Providing road signs and marking of roads, parking bays, speed breakers etc. within parking area shall be carried out regularly by the Selected Bidder at its own cost.
- xi. **The Selected Bidder shall have to bear the electrical charges as per actual consumption and move payment before the assigned date of the electrical utility.**
- xii. No structure will be allowed to be constructed on the subject land allotted on license basis under any circumstances. However, if felt necessary, the Selected Bidder shall undertake such activity with prior approval from authority.
- xiii. Activities mentioned hereunder are not exhaustive and the Selected Bidder shall have to carry out the Regulation of parking floors as per the good industry practices and standard operating procedures.
- xiv. All necessary reports and any other information if required shall be supplied by selected bidder immediately as required and regular review meetings will be held with the Chief Executive Officer/ Managing Director, Bhubaneswar Smart City Limited for improvement of the parking problems.
- xv. The Selected Bidder is responsible for ensuring that the vehicles are parked in an orderly manner and shall maintain the lifting barrier, speed breakers provided at the entry and exit gates, if any.
- xvi. The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of mandatory Parking Management as per requirements.
- xvii. The successful bidder has no right for any advertisement in MLCP
- Xviii. The Selected Bidder is responsible for :
 - Collection of Parking fee and parking management of vehicles inside the MLCP area.
 - CFMS of the parking lots and other existing infrastructure present at the parking floors of MLCP as well as the Commercial floors.
 - The Selected Bidders shall deploy 2 numbers of towing vehicles (24*7) i.e. 1 for 4-wheeler and another one for 2/3-wheeler with adequate manpower at his own cost for towing of vehicles parked in **DESIGNATED NO-PARKING ZONES** near Multi-Level Car Parking as notified by the Bhubaneswar Municipal Corporation from time to time without deviating the rate/fees matrix of BMC and observing the guideline of the Commissionerate of Police.
 - The successful bidder shall deploy private security personnel with towing vehicle on the **No Parking Zone**

B) The **Selected Bidder** shall not deploy the following persons on duty.

- Any Minor Person (Child Labour)
- Any person of age of more than 60 years
- Any pregnant woman
- Any person with criminal antecedent

C) The **selected bidder shall be responsible for Cleaning and Solid Waste Management with MLCP area.**

- Cleaning roaster shall be maintained by Agency and provided to the authority whenever asked for.
- Agency shall ensure that the Project Facility areas are clean at all times.
- Agency shall arrange for dustbins in Project Facility Areas to minimize littering from Users of the Project.
- There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness.
- While cleaning the Project Facility, Agency shall make sure that the dump shall not be thrown in rest of the areas of MLCP except any area which is designated by the Bhubaneswar Smart City Limited for such purpose.
- Agency shall follow adequate waste management and disposal methods for waste generated from Project on the guidelines of BMC.
- Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
- Number of dustbins and specifications of the dustbins is to be provided as per Swachh Bharat Mission Municipal Solid Waste Management Manual.
- The dustbins shall be cleaned from time to time and the waste should not spillout of the dustbin. The area around the dustbins should be kept clean at all times.

D) **Responsibility of the Bidder**

- Agency is solely responsible for any damage caused to the property/any other public infrastructure during the contract period.
- Agency shall provide the required firefighting services conforming to **relevant standards** and the applicable rules and regulations
- Agency has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the contract period.
- Agency has to ensure all the compliances for GRIHA rating-3.
- Agency has to ensure that project site remains free from all encroachments, and take necessary steps to remove them.
- Agency has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- Force majeure and termination related provisions will be detailed out during signing of the O&M Agreement.
- The Selected Bidder shall follow all the guidelines and laws such as Minimum Wages Act, Labour Laws, and any other applicable.

E) **Scope of work under Deployment of Personnel/Workers includes but not limited to:**

- Adequate Personnel/Workers should be deployed Managing entry & exist of vehicles at entry & exist gates respectively.
- Registering vehicles & maintaining necessary records, recording the details
- such as but not limited to the Vehicle No., Entry / Exit date & time etc.
- Providing tokens to the driver of the vehicle and receiving token from the driver at the time of exit.
- Providing necessary information or direction for vehicle movement within the parking area.
- Proper parking arrangement of different class of vehicles separately in the designated area.
- Providing security to vehicles during the License period.
- Personnel/Workers so provided shall work in shifts with a single shift no longer than 8 hours at a stretch.

- The selected bidder is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period.
- No accommodation will be made available by the Selected Bidder at MLCP or anywhere else by the BSCL authorities

F) Other Activities

Scope of work under Other Activities include but not limited to following:

- Ensuring that every vehicle is registered & properly checked & frisked.
- Ensuring that all vehicles are properly parked in a systematic manner.
- Wherever necessary co-ordinate and co-operate with Managing Director, Bhubaneswar Smart City Limited, or his representative, IT system provider and other agencies and authorities.
- In case of any system failure and any issues arising out of the equipment's due to the regular operation to be duly notified to the Authority within 24 hours of occurrence.

G) Complaint Book

- The Selected Bidder shall maintain a complaint book in a prominent place on the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Officers of the BSCL.
- Bhubaneswar Smart City Limited does not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Agreement or modifications thereof, such negotiations should be sought by the Selected Bidder and no collective representation/bargaining will be entertained.
- Bhubaneswar Smart City Limited may, based on any public complaints, ask the Selected Bidder to remove such employees whose services are doubtful or the behaviour or having criminal background & the Selected Bidder is bound to abide by the advice of competent authority of Bhubaneswar Smart City Limited.
- The selected bidder must take all steps for handing over of the premises on expiry of license period or on termination of the Agreement by the competent authority of Bhubaneswar Smart City Limited.
- On account of any breach on the part of the Selected Bidder and termination of this Agreement, the Selected Bidder shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by Bhubaneswar Smart City Limited or developed by Selected Bidder under this Agreement to the Managing Director, Bhubaneswar Smart City Limited or his authorized representative.

H) Notice Board Display

The Selected Bidder shall display a notice board in English, Hindi & Odia in a conspicuous place indicating that it is a Smart City parking lot. The name of the Selected Bidder managing parking, contact numbers of Selected Bidder and the period of License shall be indicated in the notice board. The "Parking Fees" shall be displayed at the entrance of the parking lot. The Selected Bidder shall put up no other board of whatsoever nature without prior approval of the Bhubaneswar Smart City Limited.

27. Confidentiality

- A)** 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 the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
- The Selected Bidder shall completely indemnify and hold harmless the Bhubaneswar Smart City Limited and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of Agreement, wrongful act or negligence by the Selected Bidder or any of its employees engaged in the provision of the services to Bhubaneswar Smart City Limited.
 - The Selected Bidder shall not be liable in anyway whatsoever and the Managing Director, Bhubaneswar Smart City Limited hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly.

- Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Selected Bidder or any of its employees engaged in the Parking Management Services at the Multi-level Car Parking Building at Rajmahal, Ashok Nagar, Bhubaneswar.
- The Selected Bidder shall not assign, transfer or subcontract any of its rights and duties under this Agreement except as provided without the prior approval of the competent authority of Bhubaneswar Smart City Limited.

B) The selected bidder/ Parking Management & CFMS Agency hereby unequivocally and unconditionally undertakes to do the following acts,

- Employment of the personnel in the project is as per the applicable Laws and Rules.
- The selected bidder/ Parking Management & CFMS Agency shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the PARKING MANAGEMENT Agency undertakes to keep the Authority Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.
- The selected bidder/ Parking Management & CFMS Agency undertakes to comply with all the applicable Law, Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The selected bidder/ Parking Management & CFMS Agency shall not make any claim whatsoever against the Authority. The selected bidder/ Parking Management & CFMS Agency undertakes to keep the Authority indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the selected bidder/ Parking Management & CFMS Agency whether committed, omitted or arising within or without the scope of license Agreement.
- The selected bidder/ Parking Management & CFMS Agency undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and any other linked activity is not followed. However, to avert any such tragedy or catering to such emergency situations The selected bidder/ Parking Management & CFMS Agency shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.
- The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination. The selected bidder/ Parking Management & CFMS Agency shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.
- The selected bidder/ Parking Management & CFMS Agency shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by **Parking Management & CFMS Agency**.
- Other Mandatory Requirements/ **Parking Management & CFMS obligations** for Operationalization of Project
- The selected bidder/ Parking Management & CFMS Agency undertakes to adhere to the selected bidder/ Parking Management & CFMS Requirement as per Schedule 3 during the entire **Parking Management & CFMS Period** including renewal, if any

28. Amicable Resolution

- Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in RFP.
- Either Party may require such Dispute to be referred to the Managing Director, Bhubaneswar Smart City Limited for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration.

29. Insurance

The selected bidder/ Parking Management & CFMS Agency shall, at its cost and expense, purchase and maintain during

the operations phase insurance to cover against:

- a. Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value;
- b. The selected bidder/ Parking Management & CFMS Agency's general liability arising out of the selected bidder/ Parking Management & CFMS Contract;
- c. Liability to third parties; and
- d. **Insurance Companies**

The selected bidder/ Parking Management & CFMS Agency shall insure all insurable assets lying and being at comprised in the project site, Authority's equipment's and/or the project facilities and services through, Indian insurance companies and if so permitted by Govt, through foreign insurance companies, to the extent that insurances can be effected with them.

- **Evidence of Insurance Cover**

The selected bidder/ Parking Management & CFMS Agency shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by **Parking Management & CFMS Agency** in accordance with this Agreement.

- **Application of Insurance Proceeds**

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the selected bidder/ Parking Management & CFMS Agency towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The selected bidder/ Parking Management & CFMS Agency may designate the Authority as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the Financial Assistance. The selected bidder/ Parking Management & CFMS Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall, after such repair or renovation or restoration or substitution be, as far as possible, in the same condition as they were before such damage or destruction, normal wear and tear excepted.

- **Validity of the Insurance Cover**

The selected bidder/ Parking Management & CFMS Agency shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Parking Management & CFMS contract period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to Authority in writing. If at any time the selected bidder/ Parking Management & CFMS Agency fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the selected bidder/ Parking Management & CFMS Agency forthwith on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

30. Violation

- If the selected bidder/ Parking Management & CFMS Agency is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the selected bidder/ Parking Management & CFMS Agreement then Authority will issue a notice of non-compliance to Parking Management Agency. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the selected bidder/ Parking Management & CFMS Agency.
- If the selected bidder/ Parking Management & CFMS Agency is non-compliant after the end of the said cure period then Authority can issue a termination notice.
- Authority can deduct a penalty of 0.1% of the Performance Security per day subject to maximum up to 30 (Thirty) days. The selected bidder/ Parking Management & CFMS contract stands terminated if the selected bidder/ Parking Management & CFMS Agency fails to pay the monthly license Fee for maximum of 60 (sixty) days.
- The selected bidder/ Parking Management & CFMS Agency shall replenish in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the selected bidder/ Parking Management & CFMS Agency shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

31. Termination of Contract

The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of the section below. In such an occurrence, Authority shall give 30 (thirty) days written notice of termination to the selected bidder/ Parking Management & CFMS Agency.

- i. On breach of any conditions given in the RFP;
- ii. On completion of the selected bidder/ Parking Management & CFMS period it will be considered as Termination.
- iii. If the selected bidder/ Parking Management & CFMS Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- iv. If the selected bidder/ Parking Management & CFMS Agency becomes Insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- v. If The selected bidder/ Parking Management & CFMS Agency, in the judgment of BSCL authorities has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- vi. If, as the result of Force Majeure, the selected bidder/ Parking Management & CFMS Agency is non-compliance of for a Cure period of not less than 30 (thirty) days; Parking Management & CFMS obligations;
- vii. If the selected bidder/ Parking Management & CFMS Agency submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- viii. If The selected bidder/ Parking Management & CFMS Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- ix. If the selected bidder/ Parking Management & CFMS Agency fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- x. If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the selected bidder/ Parking Management & CFMS Agency;
- xi. If the selected bidder/ Parking Management & CFMS Agency fails to pay any of the instalment of the monthly Fee for a period of maximum up to 60 (sixty) days.
- xii. If the selected bidder/ Parking Management & CFMS Agency violates any norms or if it commits any particular/ similar Fault for four times, in the Project Facility, within one year of the occurrence after the first event.as mentioned in the Penalties to be charged Parking Management & CFMS Agency.
- xiii. The selected bidder/ Parking Management & CFMS contract stands terminated in case the selected bidder/ Parking Management & CFMS Agency fails to pay the monthly license fee within 30 (thirty) days from the due date in three consecutive months in any year during the contract period
- xiv. Termination by Mutual Agreement between the Parties.
- xv. If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.
- xvi. The decision of termination shall be signed by the Authority's Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.

32. Suspension of Contract

If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.

- i. In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.
- ii. In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the selected bidder/ Parking Management & CFMS Agency is bound to pay the Annual Fee in case the Authority permits the selected bidder/ Parking Management & CFMS Agency to continue the service after the period of Suspension.

33. Transfer of the Project

The Parties shall cooperate on a best effort basis and take all necessary measures in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

- i. The transfer of the Project site and equipment installed in M L C P will be handed over to the Authority by Parking Management & CFMS Agency in Good and running condition.
- ii. The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The selected bidder/ Parking Management & CFMS Agency shall further provide such reasonable advice and assistance as the Authority, its Parking Management & CFMS Agency or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.
- iii. Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the selected bidder/ Parking Management & CFMS Agency of the time, date and venue of such verification, compliance by the selected bidder/ Parking Management & CFMS Agency with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the selected bidder/ Parking Management & CFMS Agency cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the selected bidder/ Parking Management & CFMS Agency at its cost.

34. Accounts & Audit

- i) The Agency agrees and undertakes that during the subsistence of this Parking Management & CFMS, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:
 - Account of receipts and receivables;
 - Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
 - Application of debt (if any) and application of equity fund.
- ii) Managing Director, Bhubaneswar Smart City Limited shall have the right to inspect the records of the Agency during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority.
- iii) The Agency also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.
- iv) It is expressly agreed between the Parties hereto that for the purposes, if desired by Authority, it may appoint an independent auditor (herein the "**Independent Auditor**") at its own cost, and the Agency shall render all necessary assistance for the audit.

35. WAIVER

A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

36. NOTICES

All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

37. Jurisdiction and Governing Law

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Bhubaneswar shall have exclusive jurisdiction.


General Manager (Admin)
Bhubaneswar Smart City Limited

| Annexure - I | | | |
|---|---|-----------------|----------|
| Bid Submission – Checklist | | | |
| SI No | Section | Submitted (Y/N) | Page No. |
| Technical Proposal (Original UpLoAded) | | | |
| 1. | Filled in Bid Submission Check List | | |
| 2. | Bid Processing Fee | | |
| 3. | EMD | | |
| 4. | Letter of Proposal | | |
| 5. | Particulars of the Bidder | | |
| 6. | Financial Capacity of the Bidder (Annual Turnover) | | |
| 7. | Certificate of CA | | |
| 8. | Power of Attorney | | |
| 9. | Bidder's Project Experience and deployment manpower | | |
| 10. | Undertaking for Non-Blacklisting | | |
| 11. | Undertaking on conflict of interest | | |
| 12. | Undertaking for pending judicial proceeding | | |
| 13. | Financial Proposal | | |
| 14. | PAN | | |
| 15. | GST | | |
| 16. | Registration | | |
| 17. | Registered/Branch Office in Odisha | | |
| 18. | Address of the Bidder | | |
| 19. | EPF and ESI | | |

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the twoparts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

LETTER OF PROPOSAL

To

The General Manager (Admin)
Bhubaneswar Smart City Limited (BSCL)
5th Floor, ICOMC Tower, Bhoi Nagar, Unit-9,
Bhubaneswar -751022, Odisha
E-mail- bbsr.bscl@gmail.com

Sub: Parking Management and CFMS for Multi-level Car Parking Building, Rajmahal, Ashok Nagar, Bhubaneswar.

Dear Sir,

With reference to your RFP document dated _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project.

The Bid is unconditional and unqualified.

I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of our selection as an Agency for the management of the aforesaid Project.

All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

I/ We acknowledge the right of the Authority 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.

I/ We certify that in the last five years 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.

I/ We declare that:

I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

I/ We do not have any conflict of interest in accordance with Clauses of the RFP document;

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

I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, 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; the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.

/ 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.

I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

I 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.

I 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.

I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date

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 provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.

The power of attorney for signing of Bid as per format provided at Annexure-IV of the Request for Proposal, is also enclosed.

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 selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

I/ We agree and undertake to abide by all the terms and conditions of the RFP document

I/ We certify that in terms of the Request for Proposal, my/our Annual turnover is Rs..... (Rs in words)

We agree and undertake to severally liable for all the obligations of the Agency under the Contract Agreement.

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

Yours faithfully

Date:

Place: (Signature, name and designation of the Authorized signatory)
Name and seal of Bidder

Particulars of the Bidder

1. Particulars of the Bidder

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

Financial Capacity of the Bidder
(On CA Letter head)

Annexure- 4

| Annual Turnover | | | | | Average Annual turnover |
|-----------------|---------|-----------|---------|---------|-------------------------|
| 2022-23 | 2021-22 | 2020-2021 | 2019-20 | 2018-19 | |
| (1) | (2) | (3) | 4 | 5 | (6) |
| | | | | | |
| | | | | | |

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor/chartered accountant;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

The Bidder (Both Lead Member & other member (In case of consortium)) shall submit the above Annexure along with Audited Balance sheets, profit and loss Statement etc. it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.

**Certificate from the Statutory Auditor / Chartered Accountant regarding parking management
& CFMS**

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder) is/ was an equity shareholder in (title of the project company) and holds/held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to(date). The project was commissioned on(date).

We further certify that the Bidder have managed the **Parking Facility** at
(Project name and location) and **made/received payment for management of**
the above parking facility during the past three financial years ending FY 20-21)

Name of the audit firm:

Seal of the audit firm:

Details of Eligible Projects Experience

| | | |
|----|--|--|
| 1 | Project Name: | |
| 2 | Name of Bidder: | |
| 3 | Project Location: | |
| 4 | Parking Area (Sqm) and No. of Parking slots: | |
| 5 | Start Date (Month/Year): | |
| 6 | Whether ongoing (Yes /No): | |
| 7 | If completed, date of completion:(DD/MM/YYYY) | |
| 8 | Detailed Narrative Description of Project: | |
| 9 | Number of Staff provided: | |
| 10 | Value of Services (INR)per year: | |
| 11 | Name of Client: | |
| 12 | Client Contact Details: | |

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project or Location in this Annex. The projects cited must comply with the eligibility criteria specified in this RFP. Information provided in this section is intended to serve as a backup for information provided in the Application. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project/Location.
3. Experience certificate from the Bidder's Clients for completed/ongoing projects.
4. Certificate from the Bidder's statutory auditor/charted accountant must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors/charted accountants, the auditors who audit the annual accounts of the Bidder/Member/Associate may provide the requisite certification.
5. In case of Private Client, the Bidder shall furnish the bank statement for payment made/received for the management of Parking.
6. Copy of experience certificate in support of work carried by the agency.

POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on a non-judicial Stamp Paper of Rs 100/-)

Know all men by these presents, We (name of

the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at

....., who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the – "**Parking Management & CFMS of Multi-level Car Parking , Rajmahal, Ashok Nagar, Bhubaneswar**" (hereinafter referred to as "the **Project**") proposed or being developed by the _____ (the "**Authority**") including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY ____ OF2.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized) Person identified by me/ personally appeared before me / signed before me/ Attested /Authenticated*

(* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : _____

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

NON – BLACKLIST

We, <name of the Organization>, having our registered office at
....., <HQ address of the Organization> hereby declare that we are submitting this
proposal in reference to the Expression of Interest for parking management and CFMS of MLCP,
Rajmahal, Ashok Nagar of Bhubaneswar Smart City Limited.

We declare that we have not been blacklisted by any Ministry / Department / industry Public Sector
Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with
cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be
rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the
client, on this count will be compensated by us.

Date:

Authorized Signature

Place:

Name and Title of Signatory

Seal:

Undertaking on Conflict of Interest

ON THE BIDDER' S LETTER HEAD

We, hereby declare that.....*[insert name of Bidder]* does not have any Conflict of Interest as defined in the RFP.

We also acknowledge that in case of any misrepresentation in this regard, our Proposal, or the Service Agreement (if executed), shall be rejected or terminated, as the case may be, by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

Undertaking For Pending Judicial Proceeding

(On Bidder's Letter Head)

We hereby confirm and declare that we, M/s-----, do not have any pending judicial proceedings for any criminal offence as on the Proposal due date.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

FINANCIAL PROPOSAL

To,

The General Manager (Admin)
Bhubaneswar Smart City Limited (BSCL)
 5th Floor, ICOMC Tower, Bhoi Nagar, Unit-9,
 Bhubaneswar –751022, Odisha

Date:

Sub: Financial Proposal for "Parking Management and CFMS for Multi-level Car Parking at Rahmahal, Ashok Nagar, Bhubaneswar

Dear Sir

I/We hereby submit our Financial Proposal for the captioned project. If the project is awarded to us, we agree to make the following payments to as per the terms given in the Request for Proposal (RFP) Document.

| S. No | Description | Amount (in INR) |
|-------|---|--|
| I | Annual License Fee payable to Managing Director, Bhubaneswar Smart City Limited | INR _____ *(In Figures)(Rupees_Only) (inwords) |

*Exclusive of GST

We agree that the above agreed Annual License Fee of INR _____ (Rupees _____ Only) shall be payable by us in accordance with the terms and conditions of this RFP document.

The Annual License Fee shall be increased at the rate of 5% (Five percent) year on year basis, over the previous year's Annual License Fee.

(Signature of Authorized Person with seal)

Date:

Service Level Agreement (SLA)

| Complaint Management | | | |
|-----------------------------|---|-------------|------------------------|
| Description of Complaints | Service required | Report | Complaint Closure time |
| For Minor Defects | Replacement by CFMS | Immediately | 2 hrs. |
| For Major Defects | | | |
| Item available locally | Rectification / Replacement by external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier | Immediately | 1 Week |
| Item available domestically | | 24hrs | 2 Weeks |

Service Level Agreement (Operations)

1) Daily services:

(First shift should be completed before 8:30 Am every day)

| Sl. No | Service Level Requirement | Min Requirement | Non-Compliance Limit | Penalty Rate (INR) |
|--------|--|-----------------|----------------------|--------------------|
| 1 | Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces). | 2 Times/Day | 1 Day | 500/ Day |
| 2 | During any special events/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized. | 4 Times/Day | 1 Day | 500/ Day |
| 3 | Cleaning of Toilets as per defined scope of work | 4 Times/Day | 1 Day | 500/ Day |
| 4 | Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point. | 2 Times / Day | Compulsory | 1000 / Day |

| | | | | |
|---|--|-------------|------------|------------|
| 5 | Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the local Client. Should be completed before AM every day | Once / Day | Compulsory | 1000 / Day |
| 6 | Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc. | 2 Times/Day | 1 Day | 500/ Day |
| 7 | Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor. | Once / Day | Compulsory | 1000 / Day |
| 8 | Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area. | Once / Day | Compulsory | 1000 / Day |
| 9 | Cleaning and upkeep of all parking service, basement and maintenance area. | Once / Day | 1 day | 1000 / Day |

2) Regular Maintenance Services

| Sl. No. | Service Level Requirement | Minimum Requirement | Non-Compliance Limit | Penalty Rate (INR) |
|---------|---|---|----------------------|--------------------|
| 1 | Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights. | Once a month | 1 Day | 500/Day |
| 2 | Shampoo / Detergent based Cleaning of all carpets, sofas, chairs. | As per Manufacturer recommended methods and intervals | Compulsory | 500/Day |
| 3 | Cleaning and disinfection of all water tanks; and Cleaning of walls, slab, raft from inside and removal of algae, waste particles. | Once a month | 1 Day | 1,000/Day |

UG TANKS & WATER SUPPLY (As advised by BSCL)

| | | | | |
|---|--|-------------------|------------|--|
| 1 | Maintenance of submersible pumps & control panel | Once /30 Days | 3 Day | 2,000/15 Days |
| 2 | Chemical treatment of water for purification. | In alternate Days | 4 Days | 300/Day |
| 3 | Maintenance of manhole cover including replacement if found damaged or theft | Once/15 Days | Compulsory | As per twice the market rate of damaged / Theft fixture or 500/ Day whichever is higher. |

SW DRAIN AND SEWAGE SYSTEM (As advised by BSCL)

| | | | | |
|---|---|----------------|---------|---------------|
| 1 | Cleaning of bed properly including removing of mud, soil etc. | 1 Time /Month | 1 Month | 2,000 / Month |
| 2 | Regular maintenance of drain covers including replacement if found damaged. | 1 Time / Month | 1 Month | 1,000/ Month |

| PEST CONTROL | | | | |
|--------------|--|----------------------|-------------|---|
| 1 | Disinfestations treatment | 1 Time / Fortnightly | 1 Fortnight | 1,000/ Fortnight |
| 2 | Rodent Control | 1 Time / Monthly | 1 Month | 1,000 /on repeated non-compliance |
| 3 | Fly Control | 1 Time / Monthly | 1 Month | 1,000 /on repeated non-compliance |
| 4 | Mosquito | 1 Time / Fortnightly | 1 Fortnight | 1,000 /on repeated non-compliance |
| D- OTHERS | | | | |
| 1 | Repair and maintenance of sanitary fixtures, lavatories | On alternate days | Compulsory | 300 / Day |
| 2 | Removal and replacement of damaged sanitary fixtures and lavatories if required. | Immediate | Compulsory | As per twice the market rate of damaged / theft fixture or 1000/ Day whichever is higher. |
| 3 | Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge. | Immediate | Compulsory | As per twice the market rate of damaged / theft fixture or 1000/Day whichever is higher. |
| 4 | Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc. | 1 Time / Monthly | 4 Days | 300 / Day |
| 5 | Removal of damaged CFL's and fixtures if required. | Immediate | Compulsory | As per twice the market rate of damaged / theft fixture or 1000/ Day whichever is higher. |

| | | | | |
|--------------------------------|--|--|------------|---------------|
| 6 | Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged. | 1 Time / Fortnightly | Immediate | 300 / Day |
| 7 | Regular maintenance of plumbing fixtures. | 1 Time / Monthly | 1 Week | 300 / Day |
| DRINKING WATER FACILITY | | | | |
| 1 | Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition. | 1 Time / Day | 1 Day | 1000 / Day |
| 2 | Painting inside outside as per approved paints on railings and outer concrete face. | 1 Time / 6 Months | 1 Month | 1000/ 15 Days |
| HORTICULTURE WORK | | | | |
| 1 | De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels. | Daily | Compulsory | 600 / Day |
| 2 | Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing manures and application as per requirement. | Weekly | Compulsory | 1000 / Day |
| 3 | Manual watering | Whenever Required | Compulsory | 500 / Day |
| 4 | Replacement of damaged plants, grass, trees and shrubs. | Whenever Required (to be done immediately) | Compulsory | 600 / Day |
| 5 | Anti-termite treatment for damaged leaves and branches. | Whenever Required (to be done immediately) | Compulsory | 500 / Day |
| BOUNDARY WALL | | | | |
| 1 | Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns. | 1 Time / 6 Month | 1 Month | 1000/Month |

List of Consumables (Indicative)

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the CFMS in his proposal. The CFMS shall use consumables of the reputed brands as per the requirement and direction of the Authority. The tentative list of consumables are as follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Naphthalene Balls
- iii. Brush
- iv. (Bathroom Cleaner)
- v. R6 (Toilet Cleaner)
- vi. Bleaching Powder
- vii. Garbage Bag
- viii. Odonil
- ix. Urinal Cubes
- x. Hand Wash Liquid
- xi. Toilet Roll Paper
- xii. Tissue Paper
- xiii. Dustbin
- xiv. Broom & other sweeping items
- xv. Bucket & Mug etc. and
- xvi. Other as and when required

