

Government of Telangana



HYDERABAD METRO RAIL LIMITED
(A Government of Telangana Enterprise)



Doc. No. 2129/GM(P)/YSR/ISPMS(2nd stage)/HMRL/2021

Request for Proposal

for

Selection of Licensee for On-Street Integrated Smart Parking Management System (ISPMS - 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street Parking - cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct on DBFOT basis in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 stations); Ameerpet to Raidurg (9 stations); and JBS to MGBS (9 stations) for Hyderabad Metro Rail project

Mar 27, 2021

Disclaimer

The information contained in this RFP or subsequently provided to Bidder (s), whether verbally or in documentary or in any other form, by or on behalf of Hyderabad Metro Rail Limited (hereafter referred to as "HMRL") or any of its employees or advisors, is provided to the Bidder (s) on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

This RFP is intended to be and is hereby issued only to the prospective Bidders. This RFP is not an agreement and is neither an offer nor invitation by HMRL to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their Bids. This RFP does 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 HMRL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and where necessary obtain independent advice from appropriate sources. HMRL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.

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

HMRL, its employees and advisors 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, completeness or reliability 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 for participation. HMRL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that HMRL is bound to select a Bidder or to appoint the Successful Bidder or Licensee, as the case may be, for the project and HMRL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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1. INVITATION FOR PROPOSAL

1.1. Name of the Work

Design, Build, Finance, Operate and Transfer On-Street Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet To LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 Stations).

1.2. Project

HMRL hereby invites bids for Selection of a Licensee for Design, Development, Financing, Construction, Implementation, Operation and Maintenance of an integrated smart parking solution and management system confirming to all the requirements and specifications stipulated under this RFP for parking in and near the Hyderabad Metro Rail System corridors (hereinafter referred to as “**Integrated Smart Parking Management System**” or “**ISPMS – 2nd Stage**” or “**Smart Parking System**”) for a License Period of twenty (20) years extendable by another 20 years excluding initial installation/ implementation period of 270 (two hundred and seventy) days for smart parking implementation and installation of commercial structures under / near the viaduct. The ISPMS shall include:

- i. Provision of parking sheds as specified in this RFP.
- ii. Provision and installation of necessary hardware and software for smart parking management system for on street parking / off street parking.
- iii. Maintenance of necessary signages for guidance to public regarding availability of parking spaces at locations adjacent to each parking lot.
- iv. Setting-up and maintenance of a Control Centre.
- v. Developing, operating and maintaining a mobile application for parking services that includes user, operator and enforcement modules.
- vi. Comprehensive operation and maintenance of all hardware and software installed as part of the smart parking system throughout the License Period.
- vii. Real-time managing, enforcing and collecting parking fees from Users as per tariff fixed by HMRL and appropriating the same in a manner provided in the License Agreement, from time to time for all the parking lots.
- viii. Providing advertisement boards as specified in this RFP.

1.3. Submission of Proposal

Bidders are advised to study this RFP carefully prior to submitting their Bids. Submission of a Bid in response to this RFP shall be deemed to have been made after a careful study and examination of this RFP with full understanding of its terms, conditions, and implications and after assessment of the project viability by the relevant Bidder.

1.4. Upload of Tender

The RFP will be uploaded on the ‘Tenders’ page of the HMRL website. All subsequent notifications, changes and amendments shall also be uploaded on the HMRL website.

1.5. Two Cover System

A two-cover selection procedure shall be adopted as detailed in this RFP.

1.6. Key Events and Dates

HMRL shall endeavor to adhere to the following indicative schedule of key events and dates:

Sl. No.	Milestone Description	Details
1	RFP Issue Date	31.03.2021
2	Last date for receiving queries	07.04.2021
3	Pre-Bid Conference Date & Venue	16.04.2021 @ 11:30 AM Metro Rail Bhavan, Rasoolpura, Begumpet
4	Response to queries	Website: hmrl.co.in
5	Address of communication	General Manager (P), Hyderabad Metro Rail Limited, Metro Rail Bhavan, Rasoolpura, Begumpet
6	Email	mvvrhmr@gmail.com
7	Release of response to queries	19.04.2021
8	Bid Due Date	26.04.2021 before 1500 hrs
9	Opening of Technical Bid	27.04.2021 @ 1600 hrs
10	Technical presentation by Qualified Bidders	30.04.2021 @ 15:30 hrs
11	Opening of Financial Bid	06.05.2021 @ 16:00 hrs
12	Issuance of Letter of Award	13.05.2021
13	Validity of Bids	120 days
14	Signing of the License Agreement	within 30 days of LoA

2. DEFINITIONS

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

- i. “HMRL” means Hyderabad Metro Rail Limited, having its principal office at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad – 500 003.

- ii. “Base Parking Fee Rate” means the rate of Parking Fees applicable as on the Commencement Date as provided in Clause 6 of this RFP.
- iii. “Bidding Process” means the process of selection of the Successful Bidder through open competitive bidding initiated by HMRL for implementation of the ISPMS and includes invitation and submission of Bids hereunder and scrutiny and evaluation of such Bids as set forth in this RFP.
- iv. “Bid” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including, Technical Bid and Financial Bid along with all other documents forming part and in support thereof.
- v. “Bidder” means any entity eligible to bid pursuant to Clause 9.2 who submits a Bid along with the Earnest Money Deposit, in accordance with the terms of this RFP within the stipulated time for submission of Bids hereunder.
- vi. “Bidding Documents” means this RFP and other documents provided or to be provided by HMRL in connection with the Bid collectively and shall be deemed to include any addenda issued by HMRL in relation thereto.
- vii. “Block Face” means one side of a street where the Users may be allowed to park vehicles, for a fee or for free, as designated by HMRL. Each Block Face shall be denoted by a unique identification code.
- viii. “Car Parking Slot” means an individual parking space for one (1) passenger car.
- ix. “Collection” means a set of processes designed to the reception, consolidation, transportation and deposit of the moneys derived from the initialization, charge and sale of the means of payment in the points of sale of the Smart Parking System.
- x. “Commencement Date” means the date for commencement of commercial operations of the Smart Parking System by the Licensee under the License Agreement and shall be 100 (hundred) days from the date of signing of the License Agreement or any later date as may be stipulated by HMRL.
- xi. “Commercial Operations Date” or “COD” means the actual date on which the Smart Parking System commences commercial operations and begins to serve Users in accordance with the terms of the License Agreement.
- xii. Deleted
- xiii. “Consortium” means an association of a maximum of two (2) entities formed specifically for the purpose of bidding under this RFP.
- xiv. “Control Centre” means the central facility, including data centre with appropriate hardware and software, used for managing the entire Smart Parking System, real-time service monitoring and operations control including viewing, analyzing, storing and retrieval of the vehicle parking positions and for collecting, storing, consolidating, processing the information obtained from various elements of the Smart Parking System such as agents, employees, licensees, communications systems and related elements.
- xv. “Corridor” means the roads along certain parts of the Corridor – I, Corridor - II and Corridor – III of the Hyderabad metro rail system as described in Annexure 1 hereto.

- xvi. "Equivalent Car Space Factor" or "ECS Factor" is the size of a Parking Slot for a type of vehicle expressed as a fraction of the size of a Car Parking Slot.
- xvii. "Financial Bid" means the financial proposal submitted by a Bidder in accordance with the provisions of this RFP along with the relevant details in the format prescribed at Annexures-7A and 7B of this RFP.
- xviii. "HMRL Representative" means any person duly authorized by Hyderabad Metro Rail Limited for the purposes of this RFP.
- xix. "Letter of Award" or "LOA" means the letter issued by HMRL to the Successful Bidder to implement the Smart Parking System in conformity with the terms and conditions set forth in the RFP.
- xx. "License Agreement" means the long term license agreement for implementation of the Smart Parking System which shall be entered into between HMRL and the Licensee in the format provided by HMRL as part of the Bidding Documents pursuant hereto.
- xxi. "Licensee" means the Successful Bidder or the special purpose company incorporated by the Successful Bidder for setting-up, operating and maintaining the Smart Parking System with whom HMRL shall enter into the License Agreement.
- xxii. "Licensee Facilities" means the facilities and equipment produced or developed by the Licensee that are required for the due implementation of the Smart Parking System.
- xxiii. "LHS" means the area on the left hand side of the metro Corridor path when traveling from a particular Metro Depot.
- xxiv. "Metro Depot" means any of the three (3) metro depots from where the metro shall originate.
- xxv. "No-Parking Area" means any portion of a Block Face or Parking Lot where parking is not permitted and includes all footpaths and cycle tracks.
- xxvi. "Occupancy" means the average percent of Parking Units in one or more Parking Lot(s) that are occupied by vehicles during continuous working hours specified by HMRL for the respective Block Faces or Parking Lots.
- xxvii. "Paid Block Face" is a Block Face where a Parking Fee is applicable for one or more types of vehicles.
- xxviii. "Paid Parking Lot" is a Parking Lot for multiple vehicles where a Parking Fee is applicable for one or more types of vehicles.
- xxix. "Paid Parking Slot" is a Parking Slot for one (1) vehicle where a Parking Fee is applicable for one or more types of vehicles.
- xxx. "Parking Duration" is the duration for which a vehicle is continuously parked in a Parking Slot.
- xxxi. "Parking Event" is an event that occurs when a vehicle is in a stationary position in a Paid Parking Block or Paid Parking Lot.

- xxxii. “Parking Fee” or “Fee” is an amount prescribed for vehicle parking in a Paid Block Face or Paid Parking Lot.
- xxxiii. “Parking Fine” or “Fine” is an amount prescribed for vehicle parking in a Block Face or Parking Lot without paying the applicable Parking Fee or for parking in a No-Parking Area.
- xxxiv. “Parking Management Plan” means a set of rules and operating procedures to be developed by the Licensee *inter alia* related to parking areas (notification of paid parking, free parking and no-parking areas), Parking Fee and its payment, signage and markings, enforcement and other aspects of the Parking System. The contents of the plan may be modified from time to time as provided in the License Agreement.
- xxxv. “Parking Slot” is a parking space for one (1) vehicle.
- xxxvi. “Parking Unit” means a parking area in a Block Face or Parking Lot of a size equivalent to the size of a Car Parking Slot.
- xxxvii. “RHS” means the area on the right hand side of the metro Corridor path when travelling from a particular Metro Depot.
- xxxviii. “Smart Parking System” or “Integrated Smart Parking Management System” or “ISPMS” shall have the meaning as ascribed to the term in Clause 1.2.
- xxxix. “Station” means a metro station of the Hyderabad metro rail system.
- xl. “Successful Bidder” shall mean the Bidder who is selected for the purpose of executing the Smart Parking System pursuant to Clause 9.9 and other provisions of this RFP and to whom a Letter of Award is consequently issued by HMRL.
- xli. “Unpaid Block Face” is a Block Face where parking is free of cost.
- xlii. “Unpaid Parking Lot” is a Parking Lot where parking is free of cost.
- xliii. “Unpaid Parking Slot” is a Parking Slot where parking is free of cost.
- xliv. “User Account” means Temporary User Accounts and Permanent User Accounts as provided in Clause 4.13 of this RFP.
- xlv. “User” means the operator of a vehicle who parks in a Block Face or Parking Lot operated by the Licensee.
- xlvi. “Technical Bid” means the technical proposal submitted by a Bidder in accordance with the provisions of this RFP along with the relevant details in the format prescribed at Annexure-6 of this RFP. “Zone” is a unique area of the Station, identified by A, B & C; typically, 100-200m long with A being the first block of area before the actual Station boundary, B being the Station area and C being the area after the Station boundary.

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

3. PROJECT OBJECTIVES

3.1. Key Features

HMRL envisages creating a Smart Parking System that utilizes technology for information, payment, and enforcement. Key features to form part of and services required to be rendered under the Smart Parking System, in accordance with the provisions of this RFP and the License Agreement, are:

- i. To provide shaded area for two wheelers and four wheeler parking in designated on-street and off-street areas i.e. Block Faces and Parking Lots. For viability of the Project, commercial exploitation may be made over the shaded area by constructing temporary commercial structures at select open spaces below the viaduct as per Annexure-1B belonging to HMRL.
- ii. User friendly smart parking system that can be implemented in the Block Faces and Parking Lots to ease parking hassles;
- iii. Parking guidance for users through clear and simple directions and real-time information of parking slot availability on mobile app, website and variable message signs.
- iv. An online digital payment system for payment of Parking Fees to ensure complete transparency in collection and appropriation of Parking Fees.
- v. An electronic enforcement system to check if a vehicle has paid the Parking Fee and/ or the Parking Fine, as applicable, for parking and flag / tag violating vehicles.
- vi. Real-time updates on the status of all Parking Lots and Block Faces, including parking violations through web portal/ mobile application.
- vii. High-quality data capture for analysis and application of business intelligence to parking demand and supply and user behavior
- viii. Transit from the current post-paid parking system to a pre-paid and / or hybrid parking system.
- ix. Transit from the current semi-manual ticketing system to complete automation of parking events with zero manual intervention.

4. SCOPE OF WORK

The Bidder shall provide IT based smart parking solution which is automated, cost effective, scalable, secure, environment friendly, energy efficient and must entail minimum human intervention for day-to-day parking management duly providing aesthetically designed parking sheds wherever feasible. Commercial exploitation may be made over the shaded area by providing advertisement or constructing temporary commercial structures at select open spaces below the viaduct as per Annexure-1B belonging to HMRL on DBFOT basis in PPP mode.

The Bidder shall carry out the following activities through the License Period:

4.1. Hardware, software and facilities

- i. Providing aesthetically designed parking sheds for two wheelers and four wheelers as approved by HMRL covering certain length of designated parking area and with a shade width of not more than 2 mtrs on carriage way side for on-street parking as per

Annexure-1A wherever feasible. Shade design to provide value added citizen services such as internet, Wi-Fi.

- ii. Provide parking management guidance system to direct drivers to available Parking Slots through signages or website and through Mobile App.
- iii. Provide a software system encompassing features for User to choose a bay to park, an operator to allot a bay and an enforcer to validate and generate a violation report when Parking Fee or Parking Fine is not paid and/ or for parking for a duration exceeding the permitted duration or for parking in a No-Parking Area.
- iv. Provide cloud based system to monitor vehicles and all Parking Slots along Paid Block Faces and Paid Parking Lots to track and monitor the arrival and departure of every vehicle that parks in each Parking Slot to send real time information of the Parking Event.
- v. Ensure that installed software must have the feature for processing of customer payments *via* credit card, net banking, mobile-based banking systems, e-wallets and other media.
- vi. Develop a network of call centers/facilitators/ kiosks to provide non-smart phone users with alternate payment option through e-wallet linked to their phone number.
- vii. Procure hardware and software to aid in the planning and monitoring of parking management and enforcement activities. All these devices shall be capable of communicating back and forth with the Control Centre for information and feedback through appropriate technology.
- viii. Procure and operate devices to immobilize or shift vehicles parked in Paid Parking Slots without paying applicable Parking Fees or in No-Parking Areas until the User clears any pending Fees and Fines.
- ix. Procure hardware and software to provide vehicle safety and security solutions.
- x. Develop protocols through emergency response booths.

4.2. Operations

- i. The Bidder shall only collect cash or other forms of direct payment when the User doesn't have any mode of electronic payment enabled. It is required that every such Parking Event should be electronically recorded with the specific ECS/ bay with the details of the vehicle. Should provide a strategy to bring down the cash collection from minimum to zero.
- ii. Monitor and enforce on-street parking on all Block Faces as well as parking in Parking Lots.
- iii. Provide vehicle immobilizing devices of adequate capacity to handle parking enforcement. The immobilizing device shall be removed after the Fine has been paid and such removal shall mark the end of the Parking Event.
- iv. Electronically segregate and identify the violating vehicles (No-Parking, Not paid and Overstayed) and immobilize and/ or shift them.

- v. Establish and maintain a Control Centre that shall *inter alia* monitor operations of the Parking System. It is proposed that there may be only one control centre for all parking systems for facilities near the metro stations of the Hyderabad Metro Rail Project and accordingly the Licensee shall ensure that there is a provision for integration of other smart parking facilities/ systems and their operations with the Control Centre including technical upgradations and scalability.
- vi. Provide ‘know how’ on User registration, available parking facilities, navigation services, parking fee levels, payment mechanism through various modes of payment, current status of parking slot and feedback services.

4.3. Customer service

Establish customer service platforms for the Smart Parking System, including a call centre, website, smart phone applications, and physical kiosk, to disseminate information, assist with registrations, and address grievances. Carry out marketing activities to disseminate information about the Smart Parking System using the following channels but not limited to:

- i. Websites
- ii. Social networking platforms, websites and mobile apps such as Facebook, Twitter, Whats App group and others
- iii. Outdoor Advertisements
- iv. Merchant Co-Branding
- v. Advertisement in local newspapers

4.4 Advertisement Boards

- i. The Licensee shall have the right to erect its own branding/ advertisement media boards/ displays at its own cost strictly adhering to the applicable laws and safety norms. Before erecting the structures and displaying advertisements, the Licensee shall obtain all requisite clearance and permits from the relevant authorities and comply with all requirements and conditions mentioned therein. The Licensee shall also be required to ensure that before any boards, structures etc. are erected, their designs have been approved by HMRL.
- ii. The branding/ advertising boards shall be aesthetically designed and structured and shall be of maximum 15 feet height and can be provided for the entire length of the parking shed / temporary commercial structures. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of HMRL.
- iii. The Licensee shall remove its own branding/advertisement display and structures at the expiry of the License Period in accordance with the terms contained herein and in the License Agreement, failing which the same shall be treated as property of HMRL.
- iv. The Licensee shall invariably spare 10% of the period in the year for display of HMRL/Govt. Messages, Fairs and Festivals, Events etc. on the advertisement media boards/ displays etc.
- v. The Licensee shall ensure that any branding/ advertisement displays are not offensive or in contravention of the applicable laws. The Licensee shall not exhibit any

advertisement, which could affect public morals or may be considered obscene or may hurt the sentiments of any cast, creed, community or religion. The Licensee shall not display any advertisement/ branding, which is banned by the Central Government or any State Government.

- vi. HMRL shall be at liberty to remove the branding/advertisement boards at any point of time by issuing a notice of 60 days, for a definite or indefinite period, in case HMRL considers that such action is necessary or expedient in the interest of the public or for the purpose of adding, altering, repairing, changing the alignment / construction of flyovers, road widening, drain improvement or any kind of development activity of HMRL, GHMC, MRTS, Railways, NHAI, R&B, GHMC or any other governmental or local authority/ agency.
- vii. HMRL shall neither be responsible for any claim of damage in respect of the removal of the branding/ advertisement boards contemplated in paragraph (vi) above nor shall it be liable to pay any compensation to the Licensee or to any person of whatsoever nature, under any circumstances. For the avoidance of doubt, any request for change of location shall not be entertained.
- viii. HMRL shall not be responsible for the damage or any accident caused to the branding boards and/ or to its material including on account of any act of nature or any unforeseen act or any failure of the advertisement mechanism/ structure. The Licensee shall have no right to claim any remission on the ground of incurred loss due to any legislation made or any unforeseen act.
- ix. The Licensee shall follow and abide by the conditions of this RFP, License Agreement and also the rules and regulations made pursuant to the GHMC Act 1955 without any deviation.

4.5 Additional citizen services

If the Licensee intends to provide any additional citizen value added services like EV (Electrical Vehicle) charging, ATM, etc., to meet future demands of citizens, it shall take prior approval from HMRL. The Licensee shall have the right of first refusal to provide any such value added services at the allocated Parking Lots.

4.6 Determination of parking areas

HMRL shall assign to the Licensee a set of Zones in and around Metro Stations with 200meters of the station on either side of the metro station as specified in Annexure-1A and at certain open spaces below the viaduct as specified in Annexure-1B. The location of the Zones given in this RFP is based on HMRL's study and preliminary survey and may change anytime during implementation and the License Period.

4.7 Enforcement

- i. Licensee shall carry out enforcement activities, including spot checks, clamping of vehicles. The Licensee shall manage two types of parking violations: (a) non-payment or insufficient payment of Parking Fee when parked in designated Paid Parking Slots; and (b) parking outside designated Paid Parking Slots or Unpaid Parking Slots, such as on the footpath or double parked, or on street sections notified as No-Parking Area.
- ii. Metro Station Traffic Police and other law and order enforcement agencies including the Police will mediate on and assist in clearing out disputes arising due to any enforcement.

4.8 Parking Fines:

The Licensee shall enforce clamping and Collect clearing fee of Rs.100/- for a 2 wheeler and Rs.200/- for a 4 wheeler in addition to the Parking Fee Collected to a maximum of 10 hours per day, when the User commits either of the following violations:

1. Parks its vehicle outside designated Paid Parking Slots or Unpaid Parking Slots, such as on the footpath or double parked, or on street sections notified as No Parking Area in the Zones allocated to the Licensee for implementation of the Smart Parking System.
2. Non-payment or insufficient payment of Parking Fee when parked in a designated Paid Parking Slot.

4.9 Timeline

The Bidder shall be expected to meet the following timeline. While the timeline provides the maximum time limit for each activity, the Bidder is encouraged to set up the system at the earliest in parallel as well as start commercial operations:

4.10 Task after signing of the License Agreement

No	Tasks	Days from the signing of the License Agreement
1)	Submit Designs of parking sheds	30 days
2)	Submit Parking Management Plan for review.	10 days
3)	Submit beta website for review.	30 days
4)	Erection of sample parking sheds and sample commercial structures as per the approved designs	90 days
5)	Install on-street signage and road markings.	60 days
6)	Back office systems operational	60 days
7)	Website information and User Accounts operational.	60 days
8)	Begin accepting applications for User Accounts.	85 days
9)	Training and Testing Period.	100 days
10)	Parking payment systems — User app, operator app, enforcement app, website - ready for operation as on the Commencement Date.	100 days
11)	Completion of all parking sheds and commercial structures in scope as per the approved designs	270 days

4.11 Parking Management Plan

The Licensee shall prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Licensee which shall cater to all types of parking spaces envisaged under this RFP including on street and off street parking. The Parking Management Plan shall *inter alia* incorporate the following details:

For Block Faces:

- i. Provision of aesthetically designed parking sheds of width not more than 2 mtrs.
- ii. Clear designation of parking facilities and No-Parking Areas.
- iii. The layout and orientation of Parking Slots, including the type of vehicle permitted.
- iv. The location and type of static and dynamic signage to be installed.
- v. Maps and plans in GIS format with the preceding details.

For Parking Lots:

- i. Clear designation of parking facilities and No-Parking Areas.
- ii. The layout and orientation of Parking Slots, including the type of vehicle permitted.
- iii. The location and type of static and dynamic signage to be installed.
- iv. Maps and plans in GIS format with the preceding details.

4.12 Road markings and signage

The Licensee shall maintain clear static road markings and signage at each Block Face and Parking Lot with the following information:

- i. Parking Slots and No-Parking Areas.
- ii. Type of vehicle permitted for parking.
- iii. Permitted parking arrangements for cars (perpendicular/parallel/angular).
- iv. Applicable Parking Fees.
- v. An ECS identification number/bay number (used when paying Parking Fees).
- vi. Specific time slots, if the Zone is not an all-day Parking Lot or Block Face.
- vii. Number of available Parking Slots in each Paid Block Face and Paid Parking Lot.

4.13 User Accounts

- i. The Licensee shall provide ability for Users to open an account online, through website or the Mobile App, or at a customer service kiosk. The Licensee shall provide the option of User Accounts for frequent and permanent system Users and temporary first time Users with smart applications.
- ii. The Licensee shall also provide for a possibility of integration of the User Accounts with future transport solutions.
- iii. The User Accounts to be created for the Smart Parking System include:
 - a) Temporary User Accounts: Linked to a mobile number which shall be the sole data input required for opening the User Account. All first time Users shall have Temporary User Accounts without having to register their vehicle information.

- b) Permanent User Accounts: Required input from the User for opening a Permanent User Account include the User's name, address, mobile number, and vehicle license plate number(s). The Permanent User Accounts shall have features such as ability to recharge the account using net banking, credit and debit cards, and electronic wallets, *via* online portal or through smart phone application.

4.14 Fee payment system

- i. The Smart Parking System shall enable quick, cashless and hassle-free payment of Parking Fees through the Mobile App, website and/ or e-wallets/ similar platforms. Payments shall be linked to a vehicle's license plate number, which in turn shall be used in the enforcement process for checking whether the vehicle has committed any violation. The objective of the system shall be to ensure that all payments are digital/ online.
- ii. Till the expiry of three (3) months from the Commercial Operation Date, on-street / off-street parking facilitators shall be designated to assist Users to set up their accounts, make payments of Parking Fees and/ or Parking Fines through the Mobile App, website and/ or e-wallets/ similar platforms. The Licensee for the most part shall allow parking by accepting digital/ online payments and shall work towards minimizing collecting direct payments on the street, cash or otherwise in exchange for paper ticket electronically generated using a parking system.
- iii. The Licensee shall create a fee payment system by which Users can pay Parking Fees using website or Mobile App or e-wallets/ similar platforms. The payment system shall:
 - a. Register the beginning and end of a Parking Event through a text message or through the Mobile App.
 - b. Send an alert through in-app notifications when the duration of the Parking Event is about to exceed the User's balance.
 - c. Send a response/confirmation message for all User actions.
 - d. Handle transactions through both Temporary User Accounts and Permanent User Accounts.
 - e. Have the ability to differentiate charges based on:
 - Type of vehicle.
 - Duration of the Parking Event.
 - Location.
 - Time of day
- iv. The Licensee shall provide for adequate possibility of integration with existing online payment mechanisms such as bank payment accounts viz. payment gateway or e-wallet.

4.15 Third party integration

The Licensee shall provide adequate possibility of integration of components of the ISPMS with third party services and applications as contemplated in Clause 4.17.1(xiii), 4.14 (v), 4.13(ii) and 4.17 of this RFP.

4.16 Website

The Licensee shall develop a website on open standard platform and integrate with any other portal products such as HTML, XML, web services and WSRP. The website shall be browser independent and responsive to run on all leading browsers and shall have *inter alia* the following functionality:

- i. Displays real-time availability at all on-street and off-street paid parking locations and current information on Parking Fee levels on all Zones covered under the Smart Parking System.
- ii. Provides a User Account section with the ability to create a User Account, modify the User profile, recharge the User's prepaid account, or pay Parking Fees and/ or Parking Fine, as applicable. Alternatively, provide the aforementioned using a Mobile application.
- iii. Ability to handle 10,000 page views per day.
- iv. Contains a typical 3 click request for most information on the website.
- v. Provides a section on Frequently Asked Questions (FAQs) related to parking in the Smart Parking System, and their related responses.

4.17 Mobile App

- i. The Licensee shall create smart phone applications compatible with major smartphone operating systems including iOS, Android, Windows & others used by the membership base (as calculated through membership surveys) along with a Vendor Agnostic Web Service. The development shall be done in a Hybrid Integrated Development Environment (IDE) for consistency in feature rollouts.
- ii. Users looking to park and pay using their smartphone in and around Metro Stations shall download Licensee's identified Mobile App.
- iii. The Licensee shall develop and furnish an API (Application Programming Interface) manual for third party applications to integrate with the Smart Parking System.
- iv. The Mobile App shall be developed to have the following functionality:

4.17.1 User App:

- i. Provide user authentication using OTP.
- ii. Displays real-time availability at all on-street and off-street Paid Parking Slots, other services provided in specific parking areas including multi- level car parkings near the User's location and current information on the Parking Lots, Block Faces and Parking Fee levels in all areas covered under the Smart Parking System.
- iii. Provides a User Account section with the ability to create a User Account, modify the User profile, recharge the User's prepaid account, or pay Parking Fees and/ or Parking Fine, as applicable.
- iv. Provide User information on the Parking Lot or Block Face using the User's current location services and be able to select ECS identification number/ bay number that the User would like to park in.

- v. Automatic checkout/Overstayed violation creation on the expiry of the Parking Event (unless User extends time from the Mobile App) and auto-deduction or payment of the applicable Parking Fee along with applicable Parking Fine, if any.
- vi. Automatic checkout at the time of exit. If the User has credit time left during a Parking Event, such credit should be added to the User Account, which can be further used for payments.
- vii. Displays real-time Parking Fines levied and collected.
- viii. Responsive interface to facilitate use on a wide range of devices with different sizes.
- ix. Typical response time shall be 2-3 seconds or as per the industry standards.
- x. Provides a section on Frequently Asked Questions (FAQs) related to parking in the Smart Parking System and their related responses.
- xi. Provide an ability to 'advance book' a slot in Off-Street multilevel/closed parking lots or occupy 'on-demand' in On-Street parking lots based on the lot configuration.
- xii. Direct check-in with payment by card/ e-wallet and generate an electronic ticket.
- xiii. Ability to integrate with established third party services and applications (public or private) who wish to integrate with the Mobile App, upon approval from HMRL.
- xiv. Must be scalable and technically adaptable to new ITS applications and future transport solutions.
- xv. Must be scalable and technically adaptable to Bluetooth or RFID based PMS (smart parking management systems)

4.17.2 Operator App

- i. Provision of capturing parking availability and provide periodic summary reports to HMRL in electronic and printed formats, as specified by HMRL.
- ii. Provision of capturing all violations with images including Not Paid, No Parking and Overstayed.
- iii. Should be able to display recent checkout and occupancy at any given lot. Also, should be able to capture the geo coordinates of the operator and only allow within the geo-fence to avoid misuse of the parking lots by operators logging in from different locations.
- iv. Displays real-time occupancy at all on-street and off-street paid parking locations and specific parking areas including multi- level car parkings near the User's location.
- v. Provides operator interactive screens with the ability to allot an ECS/ bay, override User's selection if incorrectly selected by the User, verify the ECS/ bay if preselected by the User.
- vi. Create a User Account, modify the User profile, and recharge the User's prepaid account for different vehicles types.
- vii. Direct check-in with payment by cash/ card/ e-wallet and generate an electronic ticket.

- viii. Receive notifications upon check-in and check-out from the User app / NFC / Bluetooth or RFID.

4.17.3 Enforcement App

- i. Automatic alert to be triggered for the vehicles which have over stayed (direct check-in/ User app check-in) and to be sent as notifications to the enforcement officer and operator app.
- ii. Electronically check paid/ unpaid status of vehicles parked in parking facilities, identify vehicles that have not paid applicable Parking Fees and/ or Fines, as applicable, and parked in No-Parking Areas.
- iii. Automatic detection of Parking Slot based on enforcement officer's geo location or in the alternative a provision to enter the Parking Lot/ Block Face information provided in the notification sent to the enforcement officer.
- iv. Populate all the parking bays/ ECS highlighting violations.
- v. A violation shall be identified by way of capturing the picture of the vehicle, geo location, type of violation and comments in relation thereto.
- vi. Should be compatible to electronically transfer the violation report in a standard format.

4.17.4 Bluetooth/RFID compatibility

- i. Capture all valid registered vehicles via internet connected gateways and authenticate with PMS.
- ii. Auto capture the checkin and checkout times to communicate with PMS to calculate exact parking duration and charge accordingly.
- iii. Have failure mechanisms to capture the parking entries during internet failures.

5. License Period and Transition & Closure

- 5.1 HMRL shall grant a license for setting-up, constructing and operating the Smart Parking System to the Licensee for a period of twenty (20) years commencing from the Commercial Operation Date ("**License Period**"). The License Period shall be exclusive of the mobilization, procurement, installation, training and testing period which shall be restricted to a maximum period of 270 (two hundred and seventy) days commencing from the date of signing of the License Agreement upon expiry of which period the Smart Parking System and commercial exploitation shall commence operations pursuant to the terms of the License Agreement.
- 5.2 The Licensee shall operate, maintain and manage the Smart Parking System as designed and built pursuant to this RFP and the License Agreement, throughout the License Period in accordance with the terms and conditions set out in this RFP and the License Agreement.
- 5.3 The License Agreement shall terminate upon the expiry of the License Period. Any extension of the License Period or decision to direct the Licensee to wind-up its operations in a phased manner at the expiry of the License Period would be at the sole discretion of HMRL and would be intimated [three (3)] months prior to the expiry of the License Agreement. In the event HMRL chooses not to extend the License Period, it may, in its discretion, invite bids to select the next licensee for operating the Smart Parking System. In such a case, HMRL shall

provide the Licensee the right of first refusal to execute the subsequent license agreement subject to successful completion of the prior license engagement and also mutual approval of new terms and conditions for the new license period and roll-out plan defined in the document whereby the bids for new service level arrangements are invited.

- 5.4 In case HMRL chooses not to extend the License Period or the Licensee elects not to continue as the Licensee upon an option being given in terms of Clause 5.3 above, the Licensee shall, in order to ensure a seamless experience for the citizens, provide an appropriate period not exceeding three (3) months, for transition where the management of the Smart Parking System could be transferred to the next licensee or transitioned to the staffs deputed by HMRL (“**Transition Period**”). During the Transition Period, the Licensee shall be obligated to attend all the meetings called for the transfer/ transition of service and shall accord all the necessary help/ assistance to the next licensee or the staffs deputed by HMRL, as the case may be.
- 5.5 At the end of the License Period or the extended license period, as the case may be, the Licensee shall handover all physical assets belonging to HMRL in proper working condition. In case any deficiency is noticed at the time of such handing over by officials deputed by HMRL or the new licensee, the Licensee shall rectify such deficiencies at its own cost within fifteen (15) days of such handing-over, failing which, HMRL shall get it rectified at the risk and cost of the Licensee. Performance Guarantee furnished by the Licensee shall be released only after successful handing over of all physical assets in working condition to HMRL.

6. Parking Fee

- i. The Base Parking Fee Rates for four-wheelers and two wheelers to be charged shall be as follows:

Sl.No.	Vehicle	Time period of parking	Basic Parking Fee Rate (in Rs) [+ GST]
1.	4 wheeler	Up to 2 hours	18.00
		For every hour in excess of the first 2 hours	9.00
2.	Motorized 2 wheeler	Up to 2 hours	7.00
		For every hour in excess of the first 2 hours	4.00

- ii. The above Parking Fee may be escalated by a cumulative of upto a maximum of 10% per annum of the Parking Fee rate applicable in the immediately preceding 12 months of operations of the Smart Parking System. Provided however that the Parking Fee rate specified herein shall be subject to the parking fee rates to be fixed by the State Government from time to time and additional annual increment to adjust for inflationary pricing effects but in no event shall be less than the Base Parking Fee Rates specified in Clause 6 (i) above.

7. RESPONSIBILITIES

7.1 HMRL's Responsibilities

- i. To allocate designated areas for the parking of two wheelers and four wheelers.
- ii. To provide free of cost the minimum space required for installation of Gateway, Switches, Routers, Cameras, signage's etc. for smart parking services. Provision for accommodating storage services (subject to availability) and monitoring services, will be on a Pay & Use basis.
- iii. To assist co-ordination with Traffic Police to ensure effective parking enforcement.
- iv. To provide the necessary utility connections/ service drops (electrical, network) to the Parking Lots/ Block Faces to aid effective deployment of services by the Licensee.
- v. To provide street lighting in all Parking Lots.
 - a) To provide both the conduits and cables required for Electrical power and Ethernet in the required length to connect from the closest LT line to the Parking shade distribution box.
 - b) HMRL at its cost, will undertake any civil work required to provide the conduits for Electrical and Ethernet connections to the Parking shade DB box.
 - c) HMRL at its discretion will select the parking shades to provide and facilitate the Licensee in creating an integrated and aesthetically designed seating arrangement under the parking shade in order to promote the areas as social hubs for commuters.

7.2 Licensee's Responsibilities

The responsibilities of the Licensee throughout the License Period shall be as indicated in this RFP and the License Agreement and shall *inter alia* include:

- i. Develop, install, operate, maintain and manage all hardware, software and services covered in this RFP throughout the License Period.
- ii. Provide connectivity (electrical, network, etc.) to all devices / equipment necessary to create and maintain Smart Parking System built / installed pursuant to this RFP, and running, maintaining, operating & managing cost of these devices/equipment throughout the License Period.
- iii. The Licensee shall bear the costs incurred towards hardware, software, manpower and all other costs associated with the implementation of the Smart Parking System as per the scope of the work defined in this RFP and the License Agreement including all costs associated with operation and maintenance of these facilities.
- iv. The Licensee shall integrate the parking Mobile App and the web portal with HMRL App (to be developed), and with the Control Centre.
- v. At the time of completion of implementation period (i.e. 100 (hundred) days from the date of handover of the Parking Lots and Block Faces to the Licensee by HMRL), the Licensee shall inform HMRL in writing about the same along with a list of all assets

(details of equipment, software, services etc.) deployed during the implementation period including their costs. The Licensee shall update such assets list on a yearly basis throughout the License Period.

- vi. The Licensee shall submit their proposed organizational structure during implementation, operation and maintenance stages commensurate with targeted timelines for completion/ implementation of the Smart Parking System as provided in this RFP and the O&M requirements in relation thereto, which shall form the basis of employment schedule. The Licensee shall also furnish to HMRL, CVs of the key personnel's including tasks proposed to be assigned to such persons.

8. INSTRUCTIONS TO THE BIDDERS

This section sets out important information related to this RFP required to bid for the ISPMS.

8.1. General Information and Guidelines

- i. HMRL invites bids pursuant to this RFP from eligible Bidders as per the scope of work defined in this RFP. RFP shall be deemed to include the RFP, draft License Agreement, supporting annexures / appendices / formats etc., any addenda to this RFP and all other related documents.
- ii. Prior to making a bid, the Bidder shall pay to the Authority a sum of Rs 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of Hyderabad Metro Rail Limited payable at Hyderabad as the cost of RFP process.
- iii. The assumptions, assessments, statements and information provided in this RFP is for the assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the project before submitting their Bids. The Bidder shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP shall be binding on HMRL nor confer any right on the Bidders, and HMRL shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- iv. Bidders may carry out Project Site visits/ inspections/ testing at their own cost. Bidders have to ensure that the general public/ tourist/ visitors are not hindered in any manner during such survey, inspection testing etc. by the Bidders. The Bidders shall acquaint themselves with the proposed site of work, its approach roads, working space available before submitting the Bid.
- v. Deleted
- vi. All information supplied by Bidder(s) may be treated as contractually binding on the relevant Bidder(s) on successful award of the project by HMRL on the basis of this RFP.
- vii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written License Agreement has been executed by or on behalf of HMRL with the Licensee. Any notification of Successful Bidder status (including issuance of a Letter of Award) by HMRL shall not give rise to any enforceable rights by the Bidder. HMRL reserves its right to cancel this public procurement at any time prior to execution of the formal written License Agreement by or on behalf of HMRL.
- viii. This RFP supersedes and replaces any previous public documentation and communication. Bidders should place no reliance on such communications.

- ix. The Bid should be furnished clearly indicating the Bid amount both in figures and in words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- x. The Bidder shall submit an Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the EMD either as a Demand Draft drawn in favour of "The Managing Director, Hyderabad Metro Rail Limited" payable at Hyderabad or in the form of a Bank Guarantee acceptable to HMRL, as per the format at Annexure-9.
- xi. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between HMRL and the Bidder. Where a demand draft is provided, its validity shall not be less than [80 (eighty) days] from the Bid Due Date, for the purposes of encashment by HMRL. The Bid shall be summarily rejected if it is not accompanied by the EMD. The EMD shall be refundable no later than [60 (sixty) days from the date of issuance of Letter of Award] to the Successful Bidder and in no case later than 120 (one hundred and twenty) days from the Bid Due Date except in the case of the Successful Bidder whose EMD shall be retained till it has provided a Performance Guarantee in the form of an irrevocable bank guarantee pursuant to the terms of this RFP and License Agreement.
- xii. No Bidder shall submit more than one Bid for the Project. Bidder submitting a Bid individually or as a member of Consortium ("**Member**") shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- xiii. The Bidder should submit a Power of Attorney as per the format at Annexure-8 authorizing the signatory of the Bid to commit the Bidder.
- xiv. In case the Bidder is a Consortium, the Members thereof should submit a Power of Attorney in favor of the Lead Member in the format at Annexure-3.
- xv. If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Licensee shall be entitled to any relaxation, whatsoever, on this ground and the Licensee shall re-organize its resources to suit the modified schedule.
- xvi. The Licensee shall abide by and comply with all the applicable laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labor (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 and others if any applicable for the ISPMS.
- xvii. Deleted
- xviii. The Licensee shall be responsible for the operations and maintenance of the Smart Parking System as per the terms set out in the License Agreement and this RFP.
- xix. If during the course of execution of the Smart Parking System, any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the objectives of the Smart Parking System; such changes shall be carried out without any claim towards additional cost incurred from HMRL. The quantities of hardware and software items, if any, mentioned in this RFP are indicative.

8.2. Change in Ownership

8.2.1. By submitting the Bid, the Members of the Consortium acknowledge that the Member whose financial capacity has been relied upon by the Consortium shall, hold equity share capital representing not less than 51% (fifty-one per cent) of the subscribed and paid-up equity of the Licensee till 2 years from the Commercial Operations Date.

8.2.2 Deleted.

8.2.3 The Bidder further acknowledges and agrees that the obligations in Clause 8.2.1 above shall be the minimum, and shall be in addition to such other obligations as may be contained in the License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach of the License Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 8.2 shall apply only when the Bidder is a Consortium.

8.3. Cost of Bidding

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

8.4. Site visit and verification of information

- i. Bidders are encouraged to submit their respective Bids after visiting the site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- ii. It shall be deemed that by submitting a Bid, the Bidder has made a complete and careful examination of this RFP, accepted the risk of inadequacy of information provided hereunder, satisfied itself about all the matters contained in (i) above, unconditionally and irrevocably accepted the terms thereof, and received all relevant information requested from HMRL.
- iii. HMRL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by HMRL.

8.5. Verification and Disqualification

- i. HMRL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by HMRL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by HMRL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of HMRL thereunder.
- ii. HMRL reserves the right to reject any Bid and appropriate the Earnest Money Deposit if at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by HMRL, the supplemental information sought by HMRL for evaluation of the Bid, or any act or omission of the Bidder results in breach of, or non-compliance with, this RFP or any Applicable Laws. Such

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

- iii. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by HMRL, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the Letter of Award or entering into of the License Agreement, and if the Successful Bidder has already been issued the Letter of Award or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HMRL to the Successful Bidder or the Licensee, as the case may be, without HMRL being liable in any manner whatsoever to the Successful Bidder or Licensee. In such an event, HMRL shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by HMRL and not by way of penalty for, *inter alia*, the time, cost and effort of HMRL, including consideration of such Bidder's Bid ("**Damages**"), without prejudice to any other right or remedy that may be available to HMRL under the RFP and/ or the License Agreement, or otherwise.

8.6. Contents of the RFP

8.7. Clarifications

- i. Bidders requiring any clarification on the RFP may notify HMRL in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the HMRL Representative by the date specified in Clause 1.6 (*Key Events and Dates*). HMRL shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The HMRL shall upload clarifications, if any, on the 'Tenders' page of the HMRL website. The covers/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: RFP for Integrated Smart Parking Management System at Hyderabad Metro Rail Stations"
- ii. HMRL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, HMRL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring HMRL to respond to any question or to provide any clarification.
- iii. HMRL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through the 'Tenders' page of HMRL website. All clarifications and interpretations issued by HMRL shall be deemed to be part of the RFP. Verbal clarifications and information given by HMRL or its employees or representatives shall not in any way or manner be binding on HMRL.

8.8. Modification in the RFP

- i. At any time prior to the Bid Due Date, HMRL may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder(s), modify the RFP by the issuance of Addendum(s).
- ii. Any Addendum / clarification issued hereunder shall be in writing and shall be published on the 'Tenders' page of the HMRL website to make it accessible to all Bidders, and shall be deemed to be a part of this RFP.
- iii. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, HMRL may, in its sole discretion, extend the Bid Due Date.

8.9. Format and Signing of Bid

- i. The Bidder shall provide all the information sought under this RFP. The HMRL shall evaluate only those Bids that are received in the required formats and complete in all respects.
- ii. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- iii. It is expected that Bidders have read and understood the RFP along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted along with the Bid. The Bid shall have an index page with page numbers specified for all the key information/headers.

8.10. Sealing and Marking of Bids

A two cover system shall be followed for the Bidding Process. The Bidder shall submit the Bid and seal it in the following two covers:

8.10.1 Cover A:

Technical Bid for Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations” shall be super scribed and which shall contain the following:

- a) **Earnest Money Deposit** for Integrated Smart Parking Management System at Hyderabad Metro Rail Stations in the format at Annexure 9 along with Bid processing fee of Rs 50,000/- (Rupees Fifty Thousand only) in the form of DD; and
- b) **Technical Bid** for Integrated Smart Parking Management System at Hyderabad Metro Rail Stations including the following:
 - i. Letter Comprising the Bid in format at Annexure 2
 - ii. Power of Attorney for signing of Bid in the format at Annexure 8 along with the resolution passed by the board of directors authorizing the signatory of the Power of Attorney.

- iii. Power of Attorney for Lead Member of Consortium in the format at Annexure 3.
- iv. A copy of the Joint Bidding Agreement, in case of a Consortium in the format at Annexure 4.
- v. A copy of the RFP including other documents like clarification and addendum, if any, duly signed by the authorized signatory.
- vi. Company incorporation, registration and other related documents/ information including the Memorandum of Association and Articles of Association;
- vii. Documents required to be submitted pursuant to Clauses 9.2 and 9.5 below; and
- viii. Technical Bid in format at Annexure 6: original and copy of the original, of the Technical Bid and the specifications related details.
- ix. MoU with technical partner.

8.10.2 Cover B:

Containing the original of the Financial Bid in the format at Annexures 7A and 7B on which the following shall be super scribed:

“Cover–B: Financial Bid for Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations”

8.10.3 Other Important Instructions

- i. The two covers specified shall be placed in an outer cover, which shall be sealed. Each of the two covers shall clearly bear the following identification: **“RFP for Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the covers.
- ii. Each of the covers shall be addressed to the HMRL Representative for the Smart Parking System.
- iii. The Covers A and B shall then be sealed in one outer cover. The inner and outer covers shall be addressed to the HMRL Representative and marked as below:

“RFP for Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations”
- iv. If the covers are not sealed and marked as instructed above, HMRL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- v. Bids shall be submitted in physical form (hard copy) and shall be hand delivered or sent by registered post, speed post or courier to the address mentioned for communication in Clause 1.6 of the RFP. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

8.11 Bid Due Date

Bids should be submitted before 1500 hours IST on the Bid Due Date as specified in Clause 1.6 (*Key Events and Dates*) at the address provided therein in the form and manner as detailed in this RFP.

HMRL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with this RFP uniformly accessible to all the Bidders.

8.12 Late Bids

Bids received by HMRL after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected. HMRL shall not responsible and/ or liable for any delay in submission of the Bid by any Bidder, for any reason whatsoever.

8.13 Modifications/ Substitution/ Withdrawal of Bids

- i. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by HMRL prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 8.10 of the RFP, with the covers being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- iii. 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 HMRL, shall be disregarded.

8.14 Opening of Bids

8.14.1 Cover A

- i. HMRL shall open the Bids (Cover A) received within the specified time, on the Bid Due Date at the place specified in this RFP and in the presence of the Bidders who choose to attend.
- ii. Bids for which a notice of withdrawal has been submitted in accordance with Clause 8.13 of this RFP shall not be opened.
- iii. The representatives of the Bidders should carry the identity card or a letter of authority from the Bidder as a proof of their authority for attending the Technical Bid opening.
- iv. The HMRL shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- v. To facilitate evaluation of Bids, HMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

- vi. The evaluation of the Technical Bid submitted by the Bidders shall be done only for those Bids for which the clarifications were received, if asked for by HMRL.

8.14.2 Cover B

Cover B containing the Financial Bid shall remain unopened and shall be held in custody of HMRL until the time of opening of the Financial Bids.

HMRL shall invite the technically qualified Bidders as described in this RFP for technical presentation on the features of the proposed software and their proposed model. The date, time and location for the opening of the Financial Bids shall be informed by HMRL separately and individually to such Technically Qualified Bidders.

8.15 Rejection of Bids

- i. Notwithstanding anything contained in this RFP, HMRL reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that HMRL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- ii. The HMRL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

8.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and HMRL.

8.17 Confidentiality

- i. 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 HMRL in relation to, or matters arising out of, or concerning the Bidding Process. HMRL will treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. HMRL 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 HMRL or as may be required by law or in connection with any legal process.
- ii. HMRL may allow the Bidder to review and utilize highly confidential public records and the Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- iii. The Bidder shall keep strictly confidential all the details and information with regard to the project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iv. HMRL or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.

- v. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a) Information which is or becomes publicly available without the fault of the Bidder;
 - b) information which has been developed independently by the Bidder without affecting any interest of HMRL and without use of any information provided herein or pursuant hereto;
 - c) information which has been received from a third party who had the right to disclose the aforesaid information;
 - d) information which has been disclosed to any third party pursuant to the provisions of applicable law or an order of a court or regulatory authority.
- vi. To the extent the Bidder shares its confidential or proprietary information with HMRL for effective performance of the services the provisions of the Clause 9.17 shall apply mutatis-mutandis on HMRL.
- vii. To the extent that any information provided herein or pursuant hereto is shared by the Bidder with its advisors, such information shall be disclosed to the recipient only upon execution of a confidentiality undertaking to the effect that the information will be solely used for the purposes of preparation of the Bid for the relevant Bidder.

8.18 Correspondence with the Bidder

Except as provided in this RFP, HMRL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

8.19 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time HMRL 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 this RFP, from contacting by any means, HMRL and/ or their employees/ representatives on matters related to the Bids under consideration.

8.20 Deviation Statement

Bidders may note that HMRL shall not entertain any deviations or conditions to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders shall have to be unconditional and unqualified and the Bidders shall be deemed to have accepted the terms and conditions of the RFP with all its contents.

8.21 Bid Submission Format

The Bidders shall ensure that all the required documents, as mentioned in this RFP, are submitted along with the Bid and in the prescribed format only. HMRL shall not accept delivery of the Bid in any manner other than as specified in this RFP. Bids delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in different format/ contents may lead to the rejection of the Bid submitted by the Bidder.

8.22. Earnest Money Deposit (EMD)

- i. The Bidder shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakhs) in the form of a Bank Guarantee acceptable to HMRL in favor of HMRL and having a validity period of not less than 180 days from the Bid Due Date inclusive of a claim period of 60 days, and may be extended as may be mutually agreed between HMRL and the Bidder from time to time.
- ii. EMD can also be furnished in the form of a Demand Draft issued by a bank acceptable to HMRL drawn in favor of “The Managing Director, Hyderabad Metro Rail Limited” payable at Hyderabad and having a validity period of not less than 80 (eighty) days from the Bid Due Date.
- iii. HMRL shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- iv. Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by HMRL as non-responsive.
- v. The Earnest Money Deposit of unsuccessful Bidders shall be returned by HMRL, without any interest, as promptly as possible on issuance of the Letter of Award to the Successful Bidder or when the Bidding process is cancelled by HMRL and in any case within 120 days from the Bid Due Date.
- vi. In cases where the EMD is furnished by way of Bank Guarantee, the same shall be released by HMRL in accordance with the timelines mentioned above. Where the EMD is provided by way of demand draft, the EMD of unsuccessful Bidder shall be refunded through RTGS / NEFT mode. Bidders should mention the beneficiary account details for EMD refund in the Earnest Money Deposit form as required for refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. Bidders shall submit scanned copy of a cancelled cheque of the beneficiary account for EMD refund.
- vii. The Successful Bidder’s EMD shall be returned, without any interest, upon the Bidder furnishing the Performance Guarantee in accordance with the provisions hereof.
- viii. HMRL shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 8.22 (ix) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that HMRL shall suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.
- ix. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to HMRL under the RFP, or otherwise, if-
 - a) Bidder submits a non-responsive Bid;
 - b) Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in section ‘Miscellaneous’ of this RFP;
 - c) Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and HMRL;

- d) Successful Bidder fails within the specified time limit -
 - i. to sign and return the duplicate copy of Letter of Award; or
 - ii. to sign the License Agreement; or
 - iii. to furnish the Performance Guarantee within the period prescribed in this RFP.

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

- x. In case of forfeiture of EMD as prescribed in this Clause 8.22, the Bidder shall not be allowed to participate in the bidding process for the same project conducted subsequently.

8.23. Pre-Bid Meeting

- i. Pre-bid meeting shall be convened at a date, time and place specified by HMRL.
- ii. Only those persons who have downloaded and evaluated this RFP shall be allowed to participate in the pre-bid meeting.
- iii. A maximum of 3 (three) representatives of each Bidder who has downloaded this RFP shall be allowed to participate in the meeting on the production of authority letter from the relevant Bidder.
- iv. During the course of pre-bid meeting(s), the Bidders may seek clarifications and make suggestions for consideration of HMRL. HMRL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

9. EVALUATION OF BIDS

9.1. Bid Evaluation

- i. Deleted
- ii. HMRL reserves its right to seek clarifications in writing from the Bidders on their Bids and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder in the Bid and/ or the responses to the clarifications sought by HMRL. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. HMRL reserves the right to reject any or all the Bids on account of any deviations from this RFP.
- iii. Evaluation of the Technical Bids shall be done as per criteria specified in the RFP.
- iv. HMRL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HMRL in respect of such Bid. Provided however, that HMRL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

9.2. General Eligibility Criteria

The Bid of the Bidder shall be evaluated on the basis of the following general eligibility criteria (“**Eligibility Criteria**”):

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
a)	Legal Entity	<p>1) A company duly incorporated/ existing under the Companies Act 1956/ 2013 or relevant legislation in its jurisdiction or a partnership firm.</p> <p>2) In case of consortium, each Member shall be a company duly incorporated/ existing under the Companies Act 1956/ 2013 or relevant legislation in its jurisdiction or a partnership firm.</p>	<p>Copies of:</p> <p>a) Certificate of Incorporation</p> <p>b) Registration certificates/ Partnership Deed</p> <p>c) Memorandum of Association and Articles of Association of the sole Bidder and in case of Consortium, all Consortium Members.</p> <p>d) Joint Bidding Agreement in case of Consortium, clearly specifying the roles and area of specialization of the individual parties of consortium duly signed by each Consortium Member.</p>
b)	Related net worth or turnover	The sole Bidder / at least one Member in case of Consortium shall have overall combined turnover of Rs 7 Crore as on March 31, 2020 and positive net worth of at least a total of Rs. 2 Crore as on March 31, 2020.	Self-Attested Copy of the Chartered Accountant report.
c)	Technical / Operational Capability	<p>(i) The sole Bidder / at least one Member in case of Consortium shall have at least (1) one-year experience of maintaining On-Street parking of not less than 3000 two wheelers and four wheelers combined per day through its smart parking management systems.</p> <p>(ii) The sole Bidder / at least 1 member in case of Consortium shall have successfully completed at least 1 (one) Eligible Project having a built up area of not less than 50,000 sft or 2 (two) Eligible Projects having a built up area of not less than 25,000 sft each during the last 10 (ten) financial years immediately preceding the Bid Due Date. The Eligible Projects that qualify under includes construction of a hotel complex / commercial complex / multiplex / high rise gated community tower / gated community</p>	Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client.

		township / public purpose complex / residential complex completed successfully. The capital cost of the Project should be more than Rs 3 crore. For the avoidance of doubt, the Project work shall not include supply of goods or equipment except when such goods or equipment form part of a turn key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.	
		The sole Bidder / at least one Member in case of Consortium should have On-Street parking experience of processing at least 10 lakh tickets per annum through its smart parking management system (PMS).	
		The sole Bidder / at least one Member in case of Consortium should have undertaken at least one project for the Central Government, State Government, departments of either the Central or any State Government and/ or a state or central Public Sector Enterprise, in the past 2 years.	
d)	EMD & RFP Document Fee	The sole Bidder / at least one Member in case of Consortium should furnish, as part of its proposal, an EMD of Rs.10 lakh (Rupees Ten Lakh only).	EMD through DD / Bank Guarantee in favor of Managing Director, Hyderabad Metro Rail Limited.
		The sole Bidder / at least one Member in case of Consortium shall pay Rs. 50,000/- (Rupees Fifty Thousand only) towards the cost of this RFP.	RFP document fee through DD drawn in favor of Managing Director, Hyderabad Metro Rail Limited
e)	GST registration	Bidder shall attach GST registration copy	GST registration certificate copy
f)	Blacklisting	The sole Bidder or its Technical Consultant (with MoU) / any Members in case of Consortium should not have been convicted, blacklisted, or prosecuted on any ground by the central government/ State Government or any Government undertaking/ Institutions under their control. Also, such Bidders and Consultants should have neither failed on any contract as evidenced by imposition of penalty by an arbitral tribunal or judicial authority nor been expelled from any project or contract	Undertaking on company letter head.

		by any public entity nor have any contract terminated by any public entity for the default of such Bidders/ Consultants.	
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9.3A Sole Bidder

Where the Bidder is a single entity (i.e. a sole Bidder), it may be required to form an appropriate special purpose vehicle, incorporated under the Indian Companies Act, 2013 (“SPV”), to execute the License Agreement and implement the ISPMS.

9.3B Consortium

Where the Bidder is a Consortium, Lead Member along with the other Member of the Consortium shall in addition to forming an appropriate SPV to execute the License Agreement as the Licensee for implementing the Project, shall comply with the following additional requirements:

- i. number of Members in a consortium shall not exceed 2 (two);
- ii. the Bid should contain the information required for each Member of the Consortium;
- iii. Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one percent) of the paid up and subscribed equity of the Licensee. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-5 signed by the other Member of the Consortium;
- iv. the Bid should include a brief description of the roles and responsibilities of individual consortium Members, particularly with reference to financial and technical obligations;
- v. an individual Bidder cannot at the same time be Member of a Consortium bidding for the Smart Parking System under this RFP. Further, a Member of a particular Consortium cannot be Member of any other Consortium bidding for the Smart Parking System;
- vi. the Members of a Consortium shall form an appropriate SPV to execute the ISPMS, if awarded to the Consortium;
- vii. undertake that each of the Members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each Member’s field of expertise;
- viii. commit to the scope of work, rights, obligations and liabilities to be held by each Member; specifically commit that the Lead Member shall be answerable on behalf of the Consortium for the performance of obligations and recognize the right of HMRL to hold any Member of the Consortium responsible for the execution/ implementation of the Smart Parking System;
- ix. include a statement to the effect that all Members of the Consortium shall be jointly and severally liable for all obligations in relation to the implementation of Smart Parking System until the completion of the project in accordance with the terms hereof and the License Agreement;

- x. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-6 (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*,
 - a. conveys the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the License Agreement as the Licensee and subsequently perform all the obligations of the Licensee in terms of the License Agreement, in case the license is awarded to the Consortium;
 - b. that notwithstanding anything contrary contained in this RFP, the Lead Member shall always be liable for obligations of all the Consortium Members;
 - b. that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
 - c. shall clearly outline the proposed roles and responsibilities, if any, of each Member;
 - d. Deleted
 - e. that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify HMRL against any losses or third party claims arising due to the sub- contractor/ Consortium’s default;
 - f. the minimum equity commitment of each Member; and
 - g. Deleted
 - h. include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to implementation of the Smart Parking System in accordance with the terms hereof and the License Agreement.
- xi. except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of HMRL;
- xii. In case a Bidder is a Consortium, then the term Bidder as used in this RFP, shall include each Member of such Consortium.

9.3C Technical Consultant

A sole Bidder / Consortium may in order to meet the technical capability criteria specified herein under categories (b,c,d & e of Technical Bid Criteria) rely on the credentials of a third party technical consultant (“Consultant”) with whom it shall enter into a binding memorandum of understanding (“MoU”) for rendering complete technical services and support including infrastructure for the Smart Parking System for a period of at least 3 (three) years from COD. The MoU shall provide that in case such sole Bidder being selected (including on the basis of the technical credentials of the Consultant) as a successful Bidder pursuant this RfP, the sole Bidder and the consultant shall enter into a technical services / consultancy agreement in respect of the Smart Parking System with a term of 3 (three) years

(at least 1(one) year of agreement and an intent to supply technology for another 2(two) years from COD). In case of a sole Bidder relying on the technical credentials of a Consultant, a copy of the MoU entered into between the sole Bidder and such consultant shall also be submitted.

9.4 Conflict of Interest

Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HMRL shall be entitled to forfeit and appropriate the EMD, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to HMRL under the RFP and/ or the License Agreement or otherwise.

For the purposes of this RFP, “**Conflict of Interest**” shall mean (i) submission of more than one Bid either individually or through a Consortium, and/ or through any other Consortium constituted for bidding for the ISPMS, either directly or indirectly or through any of their affiliates; or (ii) an event or circumstance, determined at the discretion of HMRL, where a Bidder or its affiliates are found to be in a position to have access to information about or influence the Bid of another Bidder, directly or indirectly.

9.5 Technical Bid Evaluation and its Criteria

- i. The Bidder(s) shall possess prior experience in parking management transactions in order to be considered technically qualified. The Bidders who comply with the Eligibility Criteria provided in Clause 9.2 above shall qualify for opening of Technical Bid evaluation and shall be required to arrange for technical presentation on the features of the proposed software. Dates, time and venue for the technical presentation shall be informed as per schedule fixed and communicated by HMRL.
- ii. The Bidders shall have to score minimum of 70 marks in technical evaluation in order to be considered for evaluation of Financial Bids.
- iii. The Bidder shall quote experience in respect of a particular eligible project under any two category-items only (i.e., for items b, c, d, e, f and g), even though the Bidder (either individually or along with a Member of the Consortium or a MoU with technical consultant) may have played multiple roles in the cited project. Counting of a particular eligible project shall not be permitted in any form for more than 2 category-items. (member or consortium or MoU technical consultant to quote atleast 3 different projects when demonstrating experience in categories (b,c,d, e, f & g)
- iv. For the avoidance of doubt, a sole Bidder / Consortium may in order to demonstrate its technical experience in categories b, c, d & e rely on the credentials of a Consultant as provided in section 9.3C above.

Sl. No.	Category – Items	Criteria		Max Marks
a)	Combined turnover and positive net worth of the Bidder / at least one Member in case of Consortium as on 31 st March 2020.	Turnover > 8 Crores.	Net worth > 5 Crore	05
		7 to 8 Crores.	2 to 5 Crore	04
		7 Crores.	2 Crore	03

b)	Experience in providing technology for at least one project in integrating with various 3 rd party applications mentioned below: (1) SMS (2) GPS & (3) IT systems for ISPMS integration through Mobile & payment gateways.	All Three Any two Any one	10 08 06
c)	Experience in technology implementing one project with smart parking solutions that shall encompass real time scenarios for (1) Off Street (2) On Street Parking.	Both 1 & 2 Only 2 Only 1	05 04 03
d)	Experience in technology implementing at least one on-street smart parking solution: (1) To allow on-demand and advanced booking. (2) Implemented technologies like NFC / RFID / Bluetooth for both pre and postpaid payment methods.	Both 1 & 2 Either 1 or 2	05 03
e)	Experience in technology implementing at least one On-Street parking project with various modularized & integrated smart app modules for ISPMS (1) Citizen module (2) Operator module (3) Enforcement module and (4) Admin module with minimum paper trail.	All 4 modules Any 3 modules Any 2 modules	10 08 06
f)	Experience in operations to facilitate On-Street parking for 3000 two wheelers and four wheelers combined per day at least for 1 year.	>4000 3000-4000 3000	10 08 06
g)	Has on-street parking experience of processing 10 lakh tickets per annum through its smart parking management system.	>15 lakh 10-15 lakh 10 lakh	05 04 03
h)	Experience in constructing, deploying and executing one or more projects having total built up area at least 50,000 sft during the last 10 financial years.	>60,000 50,000-60,000 50,000	05 04 03
i)	Experience of an elected lead member as a project manager; creating and executing procedures & protocols at a mid to senior management level. (min 3 years)	>15 years 8 to 15 years 3-8 years	10 08 06
j)	Project presentation by the way of PPT in the format attached for 2(two) categories 1. Domain knowledge, Approach & Use cases on defined parking scope about On-Street Smart Parking project and execution plan. 2. Architectural renderings, Elevation, Aesthetics and technical designs on defined construction scope, Project & Execution Plans (at least for 3 (three) sites.	Evaluation will be based on the quality of submission and presentation in two (2) requested categories. Category 1 – 20 marks Category 2 – 15 marks	35

9.6. Short-listing of Bidders

Of the Bidders ranked on the basis of the evaluation matrix mentioned in Clause 9.5 above and Annexure 6 – Section (c), not more than three (3) shall be short-listed for financial evaluation. However, if the number of such technically qualified Bidders is less than two (2), HMRL may, in its sole discretion, qualify the Bidder(s) whose technical score is less than 70 marks; provided that in such an event, the total number of shortlisted Bidders shall not exceed two (2).

9.7. Financial / Price Bid

- i. The Licensee shall be required to pay a fixed license fee (“**Fixed License Fees**”) of Rs. 17 lakh (Rupees Seventeen Lakh only) per annum and increased by 5% every year (*non-cumulative*), i.e., 1st year Rs.17 lakh; 2nd year Rs.17.85 lakh; 3rd year Rs.18.7 lakh and so on until the completion of license period, i.e., 20 years. At the end of 20th year the license fee payable will be Rs.33.15 lakh. Total cost towards Fixed License Fees for the entire License Period shall be **Rs. 5.015 Cr.**
- ii. The Bidders shall quote in the specified proforma, the additional fee offered per annum to HMRL in addition to the Fixed License Fee as shown in (Annexure 7B) (“**Premium**”). Bidder should also account for a 5% increase in the Premium every year (*non-cumulative*), i.e.,

Example: If the Premium offered by bidder is **x lakh**, 1st year Rs. x lakh, Premium for 2nd year would be $x \times 1.05$ lakh, 3rd year $\rightarrow x \times 1.10$ lakh, 4th year $\rightarrow x \times 1.15$ lakh and so on until the completion of License Period, i.e., 20 years. At the end of 20th year the Premium payable will be Rs. $x \times 1.95$ lakh. Total Premium paid for the entire License Period would be **Rs. $x \times 29.5$ lakh.**

Total cost to the bidder (Fixed + Premium) = Rs 5.015 Cr + Rs $x \times 29.5$ lakhs.

9.8 Evaluation of Financial Bid

- i. The financial evaluation will be carried out as per this Clause 9.8. Each Financial Bid will be assigned a financial score (S_F).
- ii. For the financial evaluation, the total Premium calculated for 20 years with 5% increase every year (excluding the Fixed License Fee) will be considered.
- iii. HMRL will determine whether the Financial Bids are complete, unqualified and unconditional. The Premium offered in the Financial Bids shall be deemed as final. The highest financial bid (F_M) will be given a financial score (S_F) of 100 points. The financial scores of the other proposals will be computed as follows:

$$S_F = 100 \times F / F_M \text{ (F = amount of Financial Bid).}$$

9.9 Combined and Final Evaluation.

- i. Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_W and F_W are the weights assigned to Technical Bid and Financial Bid that shall be 0.80 and 0.20 respectively.

- ii. The Successful Bidder shall be the first ranked Bidder (having the highest combined score). The second Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws from the Bidding Process.
- iii. In the event that two or more Bidders have the same combined score (the “**Tie Bidders**”), HMRL shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

10. APPOINTMENT OF LICENSEE

10.1. Selection of Bidder

- 10.1.1. After selection of Successful Bidder, an LOA shall be issued, in duplicate, by HMRL to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, HMRL may, unless it consents to extension of time for submission thereof, appropriate the EMD of the Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA and the next eligible Bidder shall be considered.
- 10.1.2. Issuance of LOA shall not be construed as any right given in favor of the Successful Bidder, and HMRL reserves the right to annul the process of award, including signing of License Agreement, of the Smart Parking System without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 10.1.3. Subject to the provisions of Clause 8.22 of this RFP, upon issue of LOA to the Successful Bidder, HMRL shall release the EMD of all Bidders, except the Successful Bidder.
- 10.1.4. After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the License Agreement within the period as communicated by HMRL. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

10.2. Performance Guarantee

- 10.2.1. The Successful Bidder shall be required to submit a Performance Guarantee for [Rs.10 lakhs to HMRL within 15 (fifteen) days from the date of receipt of the Letter of Award].
- 10.2.2. In case of a Consortium, the Lead Member of the Consortium shall be liable to pay Performance Guarantee. Performance Guarantee shall be valid for 180 (one hundred and eighty) days beyond the term of the License Agreement. The Performance Guarantee shall contain an additional claim period of 90 (ninety) days.
- 10.2.3. In case the Successful Bidder fails to submit Performance Guarantee within the time stipulated, HMRL at its discretion may cancel the Letter of Award issued to the Successful Bidder without giving any notice and shall be entitled to invoke the EMD of Successful Bidder.
- 10.2.4. HMRL shall have the right to invoke the Performance Guarantee on any of the grounds specified in the License Agreement or under this RFP including but not limited to, the Licensee failing to discharge its contractual obligations during the License Period, HMRL incurring any loss due to the negligence of the Licensee in the performance of its obligations under the License Agreement and/ or this RFP.

10.3. Deleted

10.4. Signing of License Agreement

- 10.4.1. Subsequent to HMRL's issuing Letter of Award to the Successful Bidder, the Successful Bidder shall execute the License Agreement with HMRL within a period of 30 (thirty) days from the date of issue of the Letter of Award subject to the condition that the Performance Guarantee has been deposited by the Successful Bidder within the prescribed period.
- 10.4.2. Notwithstanding anything to the contrary mentioned above, HMRL at its sole discretion shall have the right to extend the timelines for execution of License Agreement on the request of the Successful Bidder, provided the same is *bona-fide*.

10.5. Tax Liability

- 10.5.1. The Licensee shall be responsible for all the statutory taxes like GST, income tax and others if any to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There shall be no tax liability upon HMRL whatsoever on any account.
- 10.5.2. The Licensee indemnifies HMRL from any claims that may arise from the statutory authorities in connection with the Smart Parking System.
- 10.5.3. The Licensee should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should HMRL be drawn into litigation on these counts.

10.6. Failure to Agree with the Terms and Conditions of the RFP

- 10.6.1. The performance of Licensee shall be continuously reviewed by HMRL to maintain the terms and conditions as specified in this RFP. Based on the review, if the Licensee fails to satisfy / maintain their commitment with respect to SLAs, Performance, timely implementation of the project etc. the License Agreement may be terminated by giving 30 days' notice as cure period and if it is not cured within 30 days then HMRL shall terminate the License Agreement by giving further notice of 30 days for termination of License Agreement. HMRL's decision in this regard shall be final. In case of termination of the License Agreement, HMRL shall have the right to avail services of any other Bidder / agency to continue the project without any let or hindrance from the Licensee and the Licensee shall provide all necessary assistance for smooth switch over. HMRL shall not pay any charges to the Licensee. Failure of the Licensee to comply with the RFP shall constitute sufficient grounds for the annulment of the award, in which event HMRL may take a decision to re-issue the RFP. In such a case, HMRL shall invoke the PBG of the Successful Bidder/ Licensee.
- 10.6.2. In addition, HMRL reserves the right to appropriate the EMD / Performance Guarantee given by the Successful Bidder and black-list the Successful Bidder.

11. FRAUD AND CORRUPT PRACTICES

- 11.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, HMRL may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, HMRL

shall be entitled to forfeit and appropriate the EMD or Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to HMRL under the RFP and/ or the License Agreement, or otherwise.

- 11.2 Without prejudice to the rights of HMRL under Clause 11.1 hereinabove and the rights and remedies which HMRL may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by HMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by HMRL during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by HMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 11.3. For the purposes of this Clause 11, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HMRL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HMRL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Smart Parking System or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of HMRL in relation to any matter concerning the Smart Parking System;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by HMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12. MISCELLANEOUS

12.1. Jurisdiction of Court

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

12.2. Right of Decision Making with HMRL

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

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to HMRL by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

12.3. Claims and Liability Clause

It shall be deemed that by submitting the Bid, the Bidder agrees and releases HMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

12.4 Non Transferability of RFP

This RFP is non-transferable.

13. Financial Bid

The Financial Bid shall be submitted in the format at Annexure-7A and a worksheet in the format at Annexure 7B to calculate the same shall also be submitted along with the Financial Bid.

ANNEXURE-1

ANNEXURE-1A (List of proposed parking facilities)

(LB Nagar - Ameerpet - Raidurg) & (JBS - MGBS)					Station Totals	
S.No	Station Name	Lot Name	2W	4W	2W	4W
1	LB. Nagar	RHS	50	0	250	0
			100	0		
		LHS	100	0		
2	V. M. Home	RHS	80	0	200	0
			20	0		
		LHS	50	0		
			50	0		
3	Chaitanya Puri	RHS	40	0	155	0
			20	0		
			15	0		
			50	0		
			30	0		
		LHS	0	0		
4	Dilsukh Nagar	RHS	60	0	160	0
			20	0		
		LHS	80	0		
5	Moosarambagh	RHS	50	0	275	0
			50	0		
			80	0		
		LHS	80	0		
		15	0			
6	New Market	RHS	50	5	50	5
		LHS	0	0		
7	Malakpet	RHS	0	0	0	0
		LHS	0	0		
8	O M C	RHS	0	0	50	0
		LHS	50	0		
9	Gandhi Bhavan	RHS	40	0	100	0
			30	0		
		LHS	30	0		
10	Nampally	RHS	0	0	0	0
		LHS	0	0		
11	Assembly	RHS	40	0	40	0
		LHS	0	0		
12	Lakdi ka pul	RHS	0	0	0	0
		LHS	0	0		
13	Khairatabad	RHS	0	0	0	0
		LHS	0	0		
14	Irrum Manzil	RHS	0	0	0	0
		LHS	0	0		
15	Punjagutta	RHS	0	0	0	0
		LHS	0	0		
16	Madhura Nagar	RHS	0	0	60	0
		LHS	60	0		

17	Yousufguda	RHS	50	0	50	0
		LHS	0	0		
18	Jubilee Hills Road No. 5	RHS	50	10	70	10
			20	0		
		LHS	0	0		
19	Jubilee Hills Check Post	RHS	0	0	0	0
		LHS	0	0		
20	Peddamma Gudi	RHS	0	0	0	0
		LHS	0	0		
21	Madhapur	RHS	0	0	50	5
		LHS	50	5		
22	Durgam Cheruvu	RHS	0	0	0	0
		LHS	0	0		
23	HITEC City	RHS	0	0	0	0
		LHS	0	0		
24	Raidurgam	RHS	150	20	150	20
		LHS	0	0		
25	M.G.B.S	RHS	0	0	60	5
		LHS	60	5		
26	Sultan Bazar	RHS	20	0	40	0
		LHS	20	0		
27	Narayan Guda	RHS	30	0	70	0
		LHS	30	0		
28	Chikkad Pally	RHS	40	0	100	0
			30	0		
		LHS	40	0		
29	R. T. C Road	RHS	0	0	30	0
		LHS	30	0		
30	Musheerabad	RHS	0	0	30	0
		LHS	30	0		
31	Gandhi Hospital	RHS	40	5	70	5
		LHS	30	0		
32	Sec.west	RHS	50	10	90	10
		LHS	40	0		
33	Near JBS Parade Grounds	RHS	0	0		
		LHS	0	0		
TOTAL			2150	60	2150	60

ANNEXURE-1

ANNEXURE-1B (List of open spaces below the viaduct (irregular shapes) for shaded parking - cum - User facility construction of temporary commercial structures at / near Metro Rail Stations)

(LB Nagar - Ameerpet - Raidurg) & (JBS – MGBS)		
S. No.	Location / Station Name	Approximate Usable Area in Sq yds
1	Parade Ground next to Arm near Judicial Academy	680
2	Begumpet next to Arm near Country Club	600
3	Narrow Strip Space of Satya Raju acquired Property, Jubilee Hills (J. Hills Road No.5)	675
4	Narrow Strip Space of Nama Nageshwar Rao acquired Property, Jubilee Hills (J. Hills Road No.5)	420
5	Narrow Strip Space of J Bapu Reddy acquired Property, Jubilee Hills(J. Hills Road No.5)	205
6	Narrow Strip Space of Badrica Chambers opposite to Transtroy, Jubilee Hills (J. Hills Road No.5)	150
7	Besides Renuka Yellamma Temple opposite to YMCA, Secunderabad (Parade Ground)	212
8	Open narrow strip opposite to Manohar Talkies, Secunderabad (in bits)	1472
9	Narrow Strip Space of HMWSSB, Narayanaguda (Chikkadpally)	150
10	Two narrow strips adjacent to ISCKON, Secunderabad	1050
11	Chaderghat Open Space next to School	300

ANNEXURE-2

(Letter comprising the application for Bid submission)

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

Date: _____

To,
Managing Director,
Hyderabad Metro Rail Limited,
Metro Rail Bhavan,
Rasoolpura, Begumpet,
Hyderabad– 500 003

Sub: Bid for the Selection of Licensee for On-Street Development, Implementation, Operation and Maintenance of Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street Parking - cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct on DBFOT basis in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 Stations) (the “**Project**”) invited by Hyderabad Metro Rail Limited (the “**Authority**”)

Dear Sir,

1. With reference to your RFP No..... dated, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for shortlisting and selection of Successful Bidder for the aforesaid Project, and we certify that all information provided in the Bid including all Annexures 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.
3. This statement is made for the express purpose of our selection as a Bidder for the development, implementation, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. 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.
6. I/ We certify that in the last three years, we (including our Consultant)/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 9.4 of the RFP;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 11 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 11 of the RFP, no person acting for us or on our behalf (including any Consultant) has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) I/We hereby agree and confirm that the Lead Member shall be answerable on behalf of the Consortium for the performance of obligations and recognize HMRL's right to hold any Member of the Consortium responsible for the execution/ implementation of the Smart Parking System.
 - (f) We hereby commit and agree that we shall be bound by the scope of work, rights, obligations and liabilities to be held by each Member as per the Joint Bidding Agreement and in compliance with the provisions of this RFP.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 12.2 of the RFP.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the net worth and/ or annual turnover criteria and meet(s) all the requirements as specified in the RFP and am/ are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we (or our Consultant)/ any Member of the Consortium have not been convicted by a court 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.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we (or our Consultant)/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a court.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us (or our Consultant)/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees (or that of the Consultant).
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the

process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Annexure 11.

15. I/We further certify that we (including our Consultant)/ any Member of the Consortium are not barred by the Central Government, State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the Bid Due Date.
16. 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 the RFP, we shall intimate the Authority of the same immediately.
17. We undertake that each of the Members of the Consortium shall have an independent, definite and separate scope of work which has been allocated as per each Member's field of expertise as provided in the Joint Bidding Agreement.
18. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Annexure 8 and Annexure 3 respectively of the RFP, are furnished under Cover A.
- 18A. I/ We understand that the Successful Bidder shall either be an existing company incorporated under the Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the License Agreement.
19. I/ We acknowledge and undertake that the member whose financial credentials have been relied upon by our Consortium for the purpose of this Bid shall, for a period of [2 (two) years] from the Commercial Operations Date, hold equity share capital not less than [51] % (fifty one percent). We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the License Agreement and/ or the RFP in respect of Change in Ownership.
21. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. 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.
23. I/ We have studied all the Bidding Documents carefully and also surveyed the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and all other matters relevant for arriving at the Financial Bid. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the License.

24. I/ We offer an EMD of Rs. 10,00,000/- (Rupees Ten lakh only) to the Authority in accordance with the RFP.
25. The EMD in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / License is not awarded to me/us or our Bid is not opened or rejected.
27. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
28. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
29. I/ We certify that in terms of the RFP, my/our combined turnover / net worth as on March 31, 2020 is Rs. (Rupees.....).
30. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry of the License Period in accordance with the License Agreement.
31. I/ We shall keep this offer valid for at least 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: Name and seal of Bidder/Lead Member

ANNEXURE-3

(Power of Attorney for Lead Member of Consortium)

Whereas Hyderabad Metro Rail Limited (the “**Authority**”) has invited Bids for the Selection of Licensee for On-Street Development, Implementation, Operation and Maintenance of Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street Parking - cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct on DBFOT basis in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 Stations) (the “**Project**”).

Whereas [●] and [●], (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ and _____ (hereinafter collectively referred to “the Principals”) hereby irrevocably designate, nominate, constitute, appoint and authorize _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the License, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in Pre-Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the License Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-4

(Joint Bidding Agreement)

Format for Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...(the "Agreement")

AMONGST

1. { Limited, a company incorporated under the [●] and having its registered office at } (hereinafter referred to as the "**First Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { Limited, a company incorporated under the [●] and having its registered office at } (hereinafter referred to as the "**Second Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The First Member and the Second Member are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

(A) Hyderabad Metro Rail Limited (HMRL) having its principal offices at Metro Rail Bhawan, Rasoolpura, Begumpet, Hyderabad-500003 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), has invited bids (the "**Bids**") by its Request for Proposal No. dated.....(the "**RFP**") for award of contract for "Design, Build, Finance, Operate and Transfer (DBFOT) On-Street Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of Off-Street Parking - cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct on DBFOT basis in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 Stations)" (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate an SPV under the (Indian) Companies Act, 2013 for entering into a License Agreement with the Authority for performing all its obligations as the Licensee in terms of the License Agreement and the RFP for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) The First Member shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date/ Effective Date under the License Agreement when all the obligations of the SPV shall become effective; and
- (b) The Second Member shall be {the Technical/ Operation and Maintenance} Member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the License Agreement, till such time as the completion of the Project is achieved under and in accordance with the License Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 - First Member:
 - Second Member:
- 6.2 The Parties undertake that a minimum of 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of 2(two) years from the Commercial Operations Date, be held by the First Member whose financial experience has been reckoned for the purposes of selection for the Project in terms of the RFP.
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the License Agreement.

7. Representation of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members is annexed to this Agreement, and shall not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until 2 (two) years from the commencement of Commercial Operation Date of the Project under and in accordance with the License Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, this Agreement shall stand terminated upon return of the Earnest Money Deposit (EMD) by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVEWRITTEN.

SIGNED, SEALED AND DELIVERED for and on behalf of

LEAD MEMBER by:

SECOND MEMBER

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.....

2.....

ANNEXURE-5
(Format for Performance Guarantee)

To
Managing Director
Hyderabad Metro Rail Bhavan,
Rasoolpura, Begumpet,
Hyderabad– 500 003

WHEREAS:

- (A) Hyderabad Metro Rail Limited (the **Authority**) has issued a Letter of Award bearing number [●] dated [●] (“**Letter of Award**”) whereby HMRL has selected (the “**Successful Bidder**”) for undertaking the Development, Implementation, Operation and Maintenance of On-Street Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street Parking - cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct on DBFOT basis in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 Stations) pursuant to the RFP No.dated issued in respect of the Project (“**RFP**”), subject to and in accordance with the provisions of the license agreement to be executed between the Successful Bidder/ Licensee and the Authority (“**License Agreement**”) and the RFP. [Pursuant to the provisions of the RFP, the Successful Bidder has incorporated a company under the Companies Act, 2013 to implement the Project and enter into the License Agreement with the Authority as the licensee (“**Licensee**”).]¹
- (B) The RFP requires the Successful Bidder to furnish a Performance Guarantee to HMRL in a sum of [●] (the “**Guarantee Amount**”) as security for the execution of the License Agreement by the Licensee with HMRL within the time limit specified in the Letter of Award and due and faithful performance of its obligations, under and in accordance with the RFP and the License Agreement throughout the License Period. It further provides that the License Agreement shall be executed by HMRL upon the Licensee furnishing this Performance Bank Guarantee.
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee as a Performance Bank Guarantee required as per the terms of the RFP.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the signing of the License Agreement between Authority and the Licensee within the time limit specified in the Letter of Award and due and faithful performance of the Licensee’s obligations during the License Period, under and in accordance with the Agreement and the RFP, and agrees and undertakes to pay to HMRL, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Licensee, such sum or sums upto an aggregate sum of the Guarantee Amount as HMRL shall claim, without HMRL being

¹ Applicable in case of a Consortium and if a sole bidder undertakes the Project through an SPV.

required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from HMRL that the Licensee has committed default in the signing of the License Agreement in accordance with the timelines prescribed in the Letter of Award or the due and faithful performance of all or any of its obligations under and in accordance with the License Agreement and/ or the RFP shall be conclusive, final and binding on the Bank. The Bank further agrees that HMRL shall be the sole judge as to whether the Licensee is in default in the execution of the License Agreement in accordance with the timelines mentioned in the Letter of Award and/ or due and faithful performance of its obligations during the License Period under the License Agreement and/ or the RFP and its decision on such aspects shall be final, and binding on the Bank, notwithstanding any differences between HMRL and the Licensee, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Licensee for any reason whatsoever.
3. In order to give effect to this Guarantee, HMRL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Licensee and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for HMRL to proceed against the Licensee before presenting to the Bank its demand under this Guarantee.
5. HMRL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the License Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Licensee contained in the License Agreement and/ or the RFP or to postpone for any time, and from time to time, any of the rights and powers exercisable by HMRL against the Licensee, and either to enforce or forbear from enforcing any of the terms and conditions contained in the License Agreement and/or the securities available to HMRL, and the Bank shall not be released from its liability and obligation under these presents by any exercise by HMRL of the liberty with reference to the matters aforesaid or by reason of time being given to the Licensee or any other forbearance, indulgence, act or omission on the part of HMRL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by HMRL in respect of or relating to the License Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Licensee under the License Agreement and/ or the RFP.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of 180 days from the expiry of the License Period along with an additional claim period of 90 days after the expiry of the aforesaid 180 days' period, all rights of HMRL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

At the expiry of such 180 days' period and the additional claim period of 90 days, upon request being made by the Licensee for release of the Performance Guarantee along with the particulars required hereunder, duly certified by a statutory auditor of the Licensee, HMRL shall release the Performance Guarantee forthwith, provided that the Licensee is not in breach of the License Agreement.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of HMRL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of HMRL that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period mentioned hereinabove or until it is released earlier by HMRL pursuant to the provisions of the License Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

1. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE-6

(Format for Technical bid)

The Bidder shall also complete the following forms, including an indication of whether the sole Bidder (or its Consultant) or each Member in case of Consortium has previous experience in each of the stated criteria. The form shall be submitted for each Member in case of Consortium. The Bidder shall also enclose letters from the relevant implementing agencies certifying successful launch as well as operations of parking systems in the various cities.

1. Technical Experience

- a) Brief description of the Bidder (and its Consultant, if any)/ Member including details of its main lines of business and proposed role and responsibilities in this Project.
- b) **Eligibility work sheet:** Bidder shall fill up Column (5) by putting “✓” mark for the items listed in Column (4) titled ‘Documents required’. HMRL after verifying the documents furnished will certify the submission in Column (6).

Sl. No (1)	Basic Requirement (2)	Specific Requirements (3)	Documents Required (4)	Bidder (5)	HMRL (6)
a)	Legal Entity	<p>1) A company duly incorporated/ existing under the Companies Act 1956 / 2013 or relevant legislation in its jurisdiction or a partnership firm.</p> <p>2) In case of consortium, each Member shall be a company duly incorporated/ existing under the Companies Act 1956 / 2013 or relevant legislation in its jurisdiction or a partnership firm.</p>	<p>Copies of:</p> <p>a) Certificate of Incorporation</p> <hr/> <p>b) Registration certificates/ Partnership Deed</p> <hr/> <p>c) Memorandum of Association and Articles of Association of the sole Bidder and in case of Consortium, all Consortium Members.</p> <hr/> <p>d) Joint Bidding Agreement in case of Consortium, clearly specifying the roles and area of specialization of the individual parties of consortium duly signed by each Consortium Member.</p>		

b)	Related net worth or turnover	The sole Bidder/ at least one Member in case of Consortium shall have overall combined turnover of Rs 7 Crore as on March 31, 2020 and positive net worth of at least a total of Rs 2 Crore as on March 31, 2020.	Self-Attested Copy of the Chartered Accountant report.		
c)	Technical / Operational Capability	<p>(i) The sole Bidder / at least one Member in case of consortium shall have at least (1) one year On-Street smart parking experience of maintaining not less than 3000 two wheelers and four wheelers combined per day through its ticketing systems.</p> <p>(ii) The sole Bidder / at least 1 member in case of Consortium shall have successfully completed at least 1 (one) Eligible Project having a built up area of not less than 50,000 sft or 2 (two) Eligible Projects having a built up area of not less than 25,000 sft each during the last 10 (ten) financial years immediately preceding the Bid Due Date. The Eligible Projects that qualify under includes construction of a hotel complex / commercial complex / multiplex / high rise gated community tower / gated community township / public purpose complex / residential complex completed successfully. The capital cost of the Project should be more than Rs 3 crore. For the avoidance of doubt, the Project work shall not include supply of goods</p>	Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client.		

		or equipment except when such goods or equipment form part of a turnkey construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.			
		The sole Bidder / at least one member in-case of consortium should have on-street parking experience of processing at least 10 lakh tickets per annum through its smart parking management system (PMS)			
		The sole Bidder / at least one Member in case of Consortium in-case of consortium should have had at least one project for the Central Government, State Government, departments of either the Central or any State Government and/ or a state or central Public Sector Enterprise in the past 2 years.			
d)	EMD & RFP Document Fee	i. The sole Bidder/ at least one Member in case of a Consortium should furnish, as part of its proposal, an EMD of Rs.10 lakhs (Rupees Ten Lakh only).	EMD through DD / Bank Guarantee in favour of Managing Director, Hyderabad Metro Rail Limited.		
		ii. The sole Bidder/ at least one Member in case of a Consortium shall pay Rs.50,000/- (Rupees Fifty Thousand only) towards the cost of this RFP.	RFP document fee through DD drawn in favour of Managing Director, Hyderabad Metro Rail Limited		
e)	GST registration	Bidder shall attach GST registration copy	GST registration certificate copy		
f)	Blacklisting	The sole Bidder or its Technical Consultant/ any Members in case of Consortium should not have been convicted, blacklisted, or prosecuted on any ground by the Central Government/ State Government or any Government undertaking/	Undertaking on company letter head.		

		Institutions under their control. Also, such Bidders and Consultants should have neither failed on any contract as evidenced by imposition of penalty by an arbitral tribunal or judicial authority nor been expelled from any project or contract by any public entity nor have any contract terminated by any public entity for the default of such Bidders/ Consultants.			
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c) **Technical scoring:** Bidder shall fill out the required information under each criteria

‘To be filled by Bidder’ (‘BIDDER’)

Note : Information provided should be typed and should not be hand written. All handwritten submissions shall be liable for disqualified.

HMRL will allocate marks based on the information and valid proof provided under **‘To be filled by HMRL’ (‘HMRL’)**

Sl. No.	Items	Criteria		Max Marks
a)	Combined turnover and positive net worth of the Bidder / at least one Member in case of a Consortium as on 31 st March 2020.	Turnover > 8 Crores. 7 to 8 Crores. 7 Crores.	Networth >5 Crore 2 to 5 Crore 2 Crore	05 04 03
<i>Fin Year</i>	<i>Combined turnover or net worth (attach audited report of a chartered accountant) Self-Attested Copy of the Chartered Accountant Report (BIDDER)</i>			<i>Marks Allotted - HMRL</i>
2020				
b)	Experience in providing technology for at least one project in integrating with various 3 rd party applications mentioned below: (1) SMS (2) GPS & (3) IT systems for ISPMS integration through Mobile & payment gateways.	All Three Any two Any one		10 08 06

<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates) – Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)</i>	<i>Marks Allotted (HMRL)</i>						
c)	Experience in technology implementing one project with smart parking solutions that shall encompass real time scenarios for (1) Off Street (2) On Street Parking.	<table border="1"> <tr> <td>1 & 2</td> <td>05</td> </tr> <tr> <td>Only 2</td> <td>04</td> </tr> <tr> <td>Only 1</td> <td>03</td> </tr> </table>	1 & 2	05	Only 2	04	Only 1	03
1 & 2	05							
Only 2	04							
Only 1	03							
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates) – Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)</i>	<i>Marks Allotted (HMRL)</i>						

d)	Experience in technology implementing at least one on-street smart parking solution: (1) To allow on-demand and advanced booking. (2) Implemented technologies like NFC / Bluetooth or RFID for both pre and postpaid payment methods.	Both 1& 2 Either 1 or 2	05 03
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates)</i> Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)		<i>Marks Allotted (HMRL)</i>
e)	Experience in technology implementing at least one On-Street smart parking project with various modularized & integrated smart app modules for ISPMS (1) Citizen module (2) Operator module (3) Enforcement module and (4) Admin module with minimum paper trail.	All 4 modules Any 3 modules Any 2 modules	10 08 06
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates)</i> Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)		<i>Marks Allotted (HMRL)</i>

f)	Experience in operations to facilitate On-Street smart parking for 3000 two wheelers and four wheelers combined per day at least for 1 year.	>4000 3000-4000 3000	10 08 06
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates)</i> Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)		<i>Marks Allotted (HMRL)</i>
g)	Has on-street parking operational experience of processing 10 lakh tickets per annum through its smart parking management system (PMS)	> 15 lakh 10-15 lakh 10 lakh	05 04 03
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates)</i>		<i>Marks Allotted (HMRL)</i>

	<i>Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client.</i> (BIDDER)		
h)	Experience in constructing, deploying and executing 1 or more projects having total built up area of atleast 50,000 sft during the last 10 years.	> 60,000 50,000-60,000 50,000	05 04 03
<i>Project Date</i>	<i>Project Name, Project Description, Client Name, Parking Revenue, Phone No#, Address Details (Provide valid proof and client certificates)</i> Copy of purchase orders / work orders and work completion certificates / performance certificate / satisfactory certificate from client/ partnership agreement with client. (BIDDER)		<i>Marks Allotted (HMRL)</i>

i)	Experience of an elected lead member as a project manager; creating and executing procedures & protocols at a mid to senior management level. (min 3 years)	> 15 years 8 to 15 years 3-8 years	10 08 06
<i>Date</i>	<i>Company Name, Tenure, Manager Name, Phone No#, Address Details (Provide valid proof, certificates)</i> <i>Copy of Resume /Experience certificates/ Performance Certificates / (BIDDER)</i>		<i>Marks Allotted (HMRL)</i>
j)	Project presentation by the way of PPT in the format attached for two categories 1. Domain knowledge, Approach & Use cases on defined parking scope, project and execution plan. 2. Architectural renderings, Aesthetics, Elevation and technical designs on defined construction scope, Project & Execution Plans (atleast for 3 (three) sites).	Evaluation will be based on the quality of submission and presentation in two (2) requested categories. Category 1 – 20 marks Category 2 – 15 marks	35
<i>Project Date</i>	<i>Bidder is required to provide not more than one page for each requested Category.</i> <i>(BIDDER)</i>		<i>Marks Allotted (HMRL)</i>
	PAGE1: Section 1 - Domain knowledge, Section 2 - Approach & Use cases on defined parking scope. Training and execution plan. PAGE 2: Section 1 – Architectural renderings, Aesthetics, Elevation and technical designs on defined construction scope Section 2 – Project and Execution Plan		



To be filled by HMRL

Total marks allotted Technical (S_T) = _____

Annexure- 7A

Financial Bid

Design, Built, Finance, Operate and Transfer On-Street Integrated Smart Parking Management System (ISPMS – 2nd Stage) adjacent to HMRL sidewalks and creation of Off-Street parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations from LB Nagar to Ameerpet (16 Stations); Ameerpet to Raidurg (9 stations); and JBS to MGBS (9 stations).

DESCRIPTION OF WORK			
Sl.No.		Rs. in figure	Rs. in words
	To design, develop, finance, construct, implement, operate and maintain the On-Street Integrated Smart Parking Management System (ISPMS – 2 nd Stage) adjacent to HMRL sidewalks and creation of Off-Street parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations from LBNagar-Ameerper-Raidurg. (25 Stations) plus JBS to MGBS (9 Stations). The Bidder shall quote Premium payable to HMRL per annum.		
1.	Premium offered per annum for the period of 20 years (P) (there will be increase of 5% in the Premium quoted for every year (on a non-cumulative basis).		

ANNEXURE-7B

(Financial Bid Estimation)

The Bidder shall quote in the specified pro forma the Premium offered per annum. Bidder should also account for a 5% increase in the Premium every year (non-cumulative)

The Licensee will complete the following Financial Bid sheet by filling out the Premium value offered (P Val) "To be Filled by Bidder" and calculate the respective Premium every year with 5% escalation in (Col 4) and the and also calculate the total amount (Col 5) on a yearly basis.

Calculate the total Premium for 20 years and the insert the same in the Financial Bid to be submitted in the format specified in Annexure 7A.

Premium Fee Calculation			To be filled by "Bidder"	To be filled by "Bidder" (P = ?)
Licence Year (Col 1)	Fixed License Fee (Rs in Lakh) (Col 2)	5% Of Escalation every year on the Premium (Non- Cummulative) (Col 3)	Premium Calc (In Lakhs) (Col 4)	Total Amount (Fixed + Premium) (In Lakhs) (Col 5)
1	17.00	0.00%		
2	17.85	5.00%		
3	18.70	10.00%		
4	19.55	15.00%		
5	20.40	20.00%		
6	21.25	25.00%		
7	22.10	30.00%		
8	22.95	35.00%		
9	23.80	40.00%		
10	24.65	45.00%		
11	25.50	50.00%		
12	26.35	55.00%		
13	27.20	60.00%		
14	28.05	65.00%		
15	28.90	70.00%		
16	29.75	75.00%		
17	30.60	80.00%		
18	31.45	85.00%		
19	32.30	90.00%		
20	33.15	95.00%		
Total Fixed License Fee in 20 years	501.50	Total Premium in 20 years		
			Total payment to HMRL	

Example : Quoting Premium Fee of x Lakh:

Example: If the Premium offered by bidder is **x lakh**, 1st year Rs. x lakh, premium for 2nd year would be $x \times 1.05$ lakh, 3rd year $\rightarrow x \times 1.10$ lakh, 4th year $\rightarrow x \times 1.15$ lakh and so on until the completion of License Period, i.e., 20 years. At the end of 20th year the Premium payable will be Rs. **$x \times 1.95$ lakh**. Total Premium paid for the entire License Period would be **Rs. $x \times 29.50$ lakh**.

Total cost to the Bidder (Fixed + Premium) = Rs 5.015 Cr + Rs.x x 29.50 lakhs.

P = Premium quoted by Bidder per annum

Premium Fee Calculation		Premium = x		
Licence Year (Col 1)	Fixed License Fee (Rs in Lakh) (Col 2)	5% Of Escalation every year on the Premium (Non-Cummulative) (Col 3)	Premium Calc (In Lakhs) (Col 4)	Total Amount (Fixed + Premium) (In Lakhs) (Col 5)
1	17.00	0.00%	$x \times 1.00$	$17 + x \times 1.00$
2	17.85	5.00%	$x \times 1.05$	$17.85 + x \times 1.05$
3	18.70	10.00%	$x \times 1.10$	$18.70 + x \times 1.10$
4	19.55	15.00%	$x \times 1.15$	$19.55 + x \times 1.15$
5	20.40	20.00%	$x \times 1.20$	$20.40 + x \times 1.20$
6	21.25	25.00%	$x \times 1.25$	$21.25 + x \times 1.25$
7	22.10	30.00%	$x \times 1.30$	$22.10 + x \times 1.30$
8	22.95	35.00%	$x \times 1.35$	$22.95 + x \times 1.35$
9	23.80	40.00%	$x \times 1.40$	$23.80 + x \times 1.40$
10	24.65	45.00%	$x \times 1.45$	$24.65 + x \times 1.45$
11	25.50	50.00%	$x \times 1.50$	$25.50 + x \times 1.50$
12	26.35	55.00%	$x \times 1.55$	$26.35 + x \times 1.55$
13	27.20	60.00%	$x \times 1.60$	$27.20 + x \times 1.60$
14	28.05	65.00%	$x \times 1.65$	$28.05 + x \times 1.65$
15	28.90	70.00%	$x \times 1.70$	$28.90 + x \times 1.70$
16	29.75	75.00%	$x \times 1.75$	$29.75 + x \times 1.75$
17	30.60	80.00%	$x \times 1.80$	$30.60 + x \times 1.80$
18	31.45	85.00%	$x \times 1.85$	$31.45 + x \times 1.85$
19	32.30	90.00%	$x \times 1.90$	$32.30 + x \times 1.90$
20	33.15	95.00%	$x \times 1.95$	$33.15 + x \times 1.95$
Fixed License Fee in 20 years	501.50	Premium in 20 years	$x \times 29.50$	
			Total payment to HMRL in Lakhs	$501.50 + x \times 29.50$

Evaluation of Financial Bid

In the second stage, the financial evaluation will be carried out as per the Clause 9.8. Each Financial Bid will be assigned a financial score (S_F).

For the financial evaluation, the total Premium calculated for 20 years with 5% increase every year excluding the Fixed License Fee will be considered.

The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Premium offered in the Financial Bid shall be deemed as final. The highest Financial Bid (F_M) will be given a financial score (S_F) of 100 points. The financial scores of the other Bids will be computed as follows; $S_F = 100 \times F/F_M$ (F = amount of Financial Bid)

Combined and Final Evaluation.

Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_W and F_W are the weights assigned to Technical Bid and Financial Bid that shall be 0.80 and 0.20

S (Final Score) = _____

ANNEXURE-8

(Power of Attorney for signing of Bid)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid pursuant to the Request for Proposal for Selection of Licensee for Development, Implementation, Operation and Maintenance of On-Street Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations) and JBS to MGBS (9 stations) issued by Hyderabad Metro Rail Limited (“HMRL”) including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to HMRL, representing us in all matters before HMRL, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with HMRL 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 License Agreement with HMRL.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Notes:

1. 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.
2. 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.

3. [For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.]²

² To be retained if entities incorporated/ registered outside India will be permitted to submit a Bid pursuant to this RFP.

Annexure-9

Bank Guarantee for EMD

B.G. No. Dated:

1. In consideration of you, Hyderabad Metro Rail Limited, having its office at, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for the Selection of Licensee for Development, Implementation, Operation and Maintenance of On-Street Integrated Smart Parking Management System (ISPMS – 2nd stage) adjacent to HMRL sidewalks and creation of Off-Street parking – cum – User facilities by constructing temporary commercial structures at certain irregular open spaces below the viaduct in PPP mode at / near Hyderabad Metro Rail Stations from Ameerpet to LB Nagar (16 Stations); Ameerpet to Raidurg (9 Stations); and JBS to MGBS (9 stations) (hereinafter referred to as the “**Project**”) pursuant to the RFP No. dated issued in respect of the Project and other related documents including without limitation the draft license agreement (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 8.1 (x) read with Clause 8.22 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in

accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Annexure-10

Format of License Agreement

[•]

Annexure-11

Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India