

JAIPUR DEVELOPMENT AUTHORITY

R.K. Vyas Bhawan, JLN Marg, Jaipur

BID DOCUMENT

**LICENSE FOR OPERATION AND MAINTENANCE OF 2-LEVEL
UNDERGROUND PARKING COMPLEX AT RAMNIWAS GARDEN, JAIPUR.
COMMERCIAL LICENSE**

BID NO. 01/2018-2019

April, 2018

**Bid Document to Award of License for Operation And Maintenance of 2-Level
Underground Parking Complex at Ram Niwas Garden, Jaipur**

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Detailed NIB

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (RRP-II), Jaipur Development Authority ➤ Address: Room No.JB-FF-102, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) ➤ Email: ee.rrp2@jaipurjda.org
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ License for operation and maintenance of 2-level underground parking complex at Ramniwas Garden, Jaipur. ➤ Job No.
Bid Procedure	➤ Two-Stage Two Part (Envelope) Open Competitive, e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Highest License Fee Quoted(HLFQ)-H1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit (Online or through Bank Guarantee)
Estimated Procurement Cost	➤ INR 3.00 Crore (Rupees Three Crore Only)
License/Concession Period	➤ 5 Years
Bid Security Deposit (BSD)	<ul style="list-style-type: none"> ➤ Amount (INR) : *2% (Rs. 6,00,000/-) of Estimated Procurement Cost. ➤ In case of Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date /Time/ Place of Pre-Bid	N/A
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date 23.04.2018 at 04.00 PM onwards ➤ End Date 28.05.2018 upto 6.00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF-225A(Room No. of DD(E&B), of Main Building, Jaipur Development Authority, JLN Marg, Jaipur by 29.05.2018 to 31.05.2018 at 6.00 PM
Bid submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date 23.04.2018 at 04.00 PM onwards End Date: 28.05.2018 upto 6.00 PM
** Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 01.06.2018 at 3.30 PM ➤ CCC-TF-309, Third Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated Online to the Technically qualified bidders
Bid Validity	➤ 120 days from the bid submission deadline
*Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA portal.	

(Mohit Chaudhary)
Executive Engineer (RRP-II)

INFORMATION TO BIDDERS

1. GENERAL

Jaipur Development Authority hereinafter referred to as JDA having its registered office at R.K.Vyas Bhawan, JLN Marg, Jaipur established and constituted under Jaipur Development Authority Act, 1982 by Government of Rajasthan. JDA is committed to provide to improved public facilities in JDA region. JDA has developed a 2-level underground Parking Complex at Ram Niwas Garden, Jaipur for providing organized parking facility to visitors, traders and tourists coming to the walled city and the nearby area.

2. DETAILS OF THE PARKING COMPLEX

The 2-level underground parking complex has a capacity for 915 ECS. The parking space is in two tiers below the ground level with ramps. The Parking Complex is fully equipped with required accessories/implements for electrical, fire fighting, ventilation, sanitary and water supply arrangement in the Complex. JDA shall provide the Manuals of the equipment/implements to the Operator wherever required. **Salient features of the Parking Complex are placed in Appendix 1 of Draft License Agreement.**

3. SCOPE OF WORK UNDER THIS TENDER

JDA is now desirous of engaging a Parking Operator for operating the Parking Complex on the basis of grant of License. The selected Parking Operator shall be required to perform the following activities at its own cost:

- (i) Install and fix automatic boom barrier as approved. It is clarified that the system so installed shall have manual overrides in case of system failure.
- (ii) Install ticket counter with facility to issue computerized parking ticket, with necessary hardware and software, indicating details, including the following but not limited to:
 - a. Vehicle Registration No
 - b. Ticket Serial No.
 - c. Time and Date of entry
 - d. Tariff for Parking
 - e. Information and any other details as deemed necessary by JDA

The pattern of ticket shall have to be got approved from Director (Engineering-I).

- (iii) Deploy required number of competent personnel for
 - a. issue of computerized parking tickets
 - b. for facilitating parking /to guide the vehicle owner for parking at appropriate location
 - c. for collecting user charges
 - d. for security check of vehicles entering the Parking Complex
- (iv) Shall ensure safe and smooth traffic flow with high throughput with minimum service time at the ticketing and payment window.
- (v) Shall ensure that vehicles enter only through entry lane and exit through exit lane.
- (vi) Day to day cleaning of Parking Complex including the sanitary blocks.
- (vii) Maintain in functional order all the accessories/implements involving electrical items, sanitary, water supply and other equipments as per inventory handed over to the Parking Operator by JDA.
- (viii) Parking operator shall be responsible for watch and ward of the already installed direction boards and signage board. The operator shall maintain/replace the damaged boards (if any) at his own cost.
- (ix) Provide road markings with approved reflectorized paint as specified in IRC-35-1997 to demarcate parking bays and for guidance to users of the Complex and keep such road marking always in good condition.
- (x) Perform all other functions as included in the License Agreement.
- (xi) Shall be responsible for watch and ward of the complete complex handed over to it by JDA and should deploy required number of competent personnel.
- (xii) Shall provide necessary assistance in emergency situations (such as fire in the Complex) for bringing the situation to normal and for evacuating the personnel and other items as may be directed by JDA.
- (xiii) Shall provide assistance to JDA/Govt. department in conducting mock drills to encounter emergency situations.

- (xiv) All the personnel should wear clean uniform, as approved by JDA, while on duty at the Parking Complex with their name clearly mentioned on their shirt.

Note: It is clarified that there shall be a separate agency for installing as well as for operating fire fighting equipments, forced ventilation implements and CCTV. The Parking Operator shall not be required to maintain and operate fire fighting equipments, forced ventilation implements and CCTV during the License Period. The Parking Operator shall arrange for free access to various personnel required for operation and maintenance of these implements.

4. REVENUE STREAM FOR THE PARKING OPERATOR

The Parking Operator shall be entitled to collect charges from the users of the Complex in the form of parking fee as per tariff indicated in **Appendix 2** of Draft License Agreement.

5. ELIGIBILITY CRITERIA

The bidder should fulfil the eligibility criteria given below:-

- (i) The Bidders should possess total three years' experience during last 5 financial years in operating, managing and maintaining parking lots under the Central or State Government/Semi Govt. Organization/Municipal Corporations/Nagarpalika Central or State Public Sector Undertakings organizations.
- (ii) The bidder should have operated minimum three parking projects under the Central or State Government/Semi Govt. Organization/Municipal Corporations/Nagarpalika Central or State Public Sector Undertakings organizations, each of value not less than the value of equal to Rs 60.00 Lacs.

OR

- (iii) The bidder should have operated minimum two parking projects under the Central or State Government/Semi Govt. Organization/Municipal Corporations/Nagarpalika Central or State Public Sector Undertakings organizations, each of value not less than the value of equal to Rs 75.00 Lacs.

OR

- (iv) The bidder should have operated minimum one parking project under the Central or State Government/Semi Govt. Organization/Municipal Corporations/Nagarpalika Central or State Public Sector Undertakings organizations, of value not less than the value of equal to Rs 120.00 Lacs.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

- (v) The bidder should have gross annual turnover in any one year during the last three financial years amounting to Rs. 2,00,00,000.00 (Rupees Two Crores). Bidder should have positive worth as per balance sheet and financial accounts financial year 2016-17 and it should be duly certified by CA.

6. LICENSE/CONCESSION PERIOD

The Authority shall award the License for Operation And Maintenance of 2-Level Underground Parking Complex at Ram Niwas Garden, Jaipur to the successful bidder for a period of 5 years.

7. BID PARAMETER

The participating bidder shall be required to quote in its financial bid the License Fee that it agrees to pay to JDA every month. The Bidder quoting the highest License Fee per month will be declared the Preferred Bidder.

8. OTHER PROVISIONS

In case of failure on the part of the bidder to comply with the terms and conditions of the License as contained in Tender Document, JDA may take following action:

- (i) Earnest Money Deposit is liable to be forfeited by JDA if on award of license the selected bidder does not accept the award or does not fulfill any of the conditions stipulated in bid documents, within the prescribed time.
- (ii) On account of non acceptance of award or on account of non compliance of bid conditions within the prescribed time, JDA may take action to debar the bidder for further participation in the bids under the control of JDA, for a period of three years and any other action deemed appropriate by JDA.
- (iii) In case the documents submitted by bidder are found false/incorrect, bid will be liable to be rejected without assigning any reasons. In addition, JDA reserves its right to forfeit Bid Security and debar the firm from participation in further bids of JDA.
- (iv) JDA reserves itself the right to reject the conditional offer without assigning any reason thereto and forfeit firm's Earnest Money Deposit.

- (v) JDA does not bind itself to accept the highest or any bid and reserves to itself the right to accept whole or any part of the bid and the applicant shall be bound to provide the service as per Financial Bid submitted by it.
- (vi) The successful bidder, here after referred to as the contractor shall pay an amount equal to 6 times quoted Monthly license fees within Fifteen days from the date of issue of letter of acceptance. (in the form of Bank Guarantee valid up to the expire date of license).
- (vii) The successful bidder will make the arrangements of the computerized ticketing system at entry and exit points on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder, to that effect will ensure commitment on an undertaking on Rs. 15000/- stamp paper.
- (viii) The bidder/contractor shall operate automatic tolling and ticketing system by appointing experienced personnel. It is clarified that the system so installed shall have manual overrides in case of system failure. Contractor shall deploy required number of competent personnel for;
 - 1) Issue of computerized parking tickets.
 - 2) For facilitating parking/ to guide the vehicle owner for parking at appropriate location.
 - 3) For collecting user charges.
 - 4) For security check of vehicles entering the Public Parking Lot.
 - 5) Day to day cleaning of Public Parking Lot including the sanitary blocks.
- (ix) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees/persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) JDA as and when demanded.
- (x) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to JDA as and when demanded.

9. SUBMISSION OF BID

- (i) Bid document shall be submitted on line through E-procurement website [http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with Digital Signature Certificate (DSC). The bid is to be submitted in 2 envelops which shall comprise of:

Envelop-1: Being for Registration, Bid fee, Bid processing Fee, Bid Security, Technical Criteria and RTPP annexure A,B,C,D and all other relevant

certificates as required be uploaded in this envelope, if everything found in order then only financial bid of the bidder will be opened.

Envelop-2: Financial Bid :- The participating bidder shall quote in its Financial Bid(Annexure-I) the monthly license fee.

- (ii) Note :
1. Conditional bids will be rejected.
 2. The competent authority of JDA reserves the right to reject any or all the bids without assigning any reason.
 3. Self Declaration/undertaking for correctness of documents and "Not being Black listed" shall have to be submitted. (As per enclosed Self Declaration/undertaking).

10. AMENDMENT OF BID DOCUMENTS

At any time, prior to the deadline for submission of the applications, JDA may amend the bid documents by issuing addenda. Any addendum issued shall be part of the Bid Document and shall be communicated in writing to all who have obtained the bid documents. The Addendum shall also be uploaded on the JDA's website www.jaipurjda.org.

11. LAST DATE FOR SUBMISSION OF BIDS

The last date and time for receipt of bids shall be up to 1800 hrs on 28.05.2018. The bids received after the stipulated date and time shall not be considered and shall be rejected summarily. The bid should be online only.

12. OPENING OF BIDS AND EVALUATION

The bids received will be opened at 1530 hrs on 01.06.2018.

The Financial Bids of only those bidders, who have submitted Bid Security in the form and manner stipulated in bid document, and fulfilling eligibility criteria shall be opened.

13. FALSE INFORMATION

In the event of furnishing false/incorrect information by the Bidder, the Bid Security in respect of all such applicants shall be forfeited. Further during the performance of the contract if it is detected that the license has been obtained by furnishing false/incorrect information in the bid, the License Agreement is liable to be terminated & performance security and other payments due to the Parking Operator shall be forfeited besides banning of business for a period of three years with JDA.

14. ACCEPTANCE AND WITHDRAWAL

The final acceptance of the bid would vest entirely with JDA who reserves the right to accept or reject any or all bids without assigning any reason thereof. There is no obligation on the part of JDA to communicate the reasons for rejecting the bid to the respective bidder. After acceptance of the Bid by JDA the Bidder shall have no right to withdraw or modify his Bid.

Incomplete Bids are liable to rejection.

If any Applicant does not accept any of the conditions set forth by JDA, as mentioned in this Bid document, his Bid shall be considered as conditional bid and shall be

summarily rejected. Under such circumstances, JDA shall forfeit the Bid Security of all such conditional Bids.

15. PERFORMANCE SECURITY

The Preferred Bidder shall, before executing the agreement, furnish an unconditional and irrevocable Performance Security for an amount equal to 6 times quoted Monthly license fees in the form of Bank Guarantee valid for a period of one year from Nationalized bank in favour of "Secretary, Jaipur Development Authority" which can be invoked at any of the branch of the bank located at Jaipur (**Annexure-II**).

16. AGREEMENT

The Preferred Bidder (hereinafter referred to as Parking Operator) shall execute a License Agreement for the fulfilment of the contract on non-judicial stamp paper of appropriate value within fifteen days from the date of acceptance of the bid. The Agreement shall clearly specify the rights and obligations of the Parking Operator and JDA with respect to running of the Parking Complex and shall be substantially

as per the general terms and conditions of Bid Document. The incidental expenses of execution of agreement shall be borne entirely by the Parking Operator.

17. IMPLEMENTATION SCHEDULE

The Parking Operator is expected to operationalize its services manually within 30 days of the award of contract. The boom barriers, electronic devices for issue of computerized tickets and other devices shall be installed and the Parking Complex shall be fully operationalized within a period 120 (One twenty) days from the date of award of contract.

18. TERMINATION FOR DEFAULT

JDA without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Parking Operator, may terminate the Agreement under the following conditions:

- a. If the selected Parking Operator fails to fully operationalise the Parking Complex within the time period specified in the Agreement, or within any extension thereof granted by JDA; or
- b. If the selected Parking Operator fails to deliver any or all services as stipulated in the License Agreement; or
- c. If the Parking Operator, in the judgment of JDA, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

- d. If the Parking Operator is found to be in violation of terms and conditions of the License Agreement.

19. INCOME TAX

The Preferred Bidder will have to comply with the Finance (No.2) Act, 2004 sub Section 1C in the section 206 C of the Income Tax Act, 1961. As per the provision of the above sub-section – [(1C)] every person, who grants a lease or a license or in part of in any Parking Complex or toll plaza or mine or quarry, to another person, other than a public sector company for the use of such Parking Complex or toll plaza or mine or quarry for the purpose of business shall, at the time of debiting of the amount payable by the Operator or lessee to the account of the Operator or lessee or at the time of receipt of such amount from the Operator or lessee in cash or by the issue of a cheque or draft or by any other mode whichever is applicable, collect from the Operator or lessee of any such license, contract or lease of the nature of Parking Complex or Toll plaza or Mining and quarrying, an amount as income tax as per the prevailing rates.

**Executive Engineer (RRP-II)
Jaipur Development Authority**

**Annexure-II:
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Format of the Bank Guarantee Bond Against Earnest Money Deposit,
En cashable at branch of the bank in Jaipur City).

The Secretary,
Jaipur Development Authority
Jaipur.

Whereas Jaipur Development Authority through Executive Engineer ROB/RUB-II, (hereinafter called 'The Jaipur Development Authority') has called for tenders for execution of work "License for operation and maintenance of 2-level underground parking complex at Ramniwas Garden, Jaipur " estimated to cost Rs.(Rupees.....only) on (Date) or any extended date as per normal rules.

1. In consideration of Jaipur Development Authority having made such a stipulation in Rules and M/s(name of contractors) are desirous of depositing Earnest Money Rs. (Rupeesonly) in the form of Bank Guarantee as Earnest Money in order to participate in the tender for work abovementioned as per Rules and will be so permitted on production of a Bank Guarantee for Rs. (Rupees.....only) We.....(name and address fo Bank) having Registered office hereinafter referred to as the Bank at the request of M/s Contractor (s), do hereby undertake to pay to Secretary, Jaipur Development Authority an amount not exceeding Rs./- (Rupeesonly) on demand.
2. We(name and address of bank)....., do hereby undertake to pay Rs./- (Rupees Only) The amount due and payable under this guarantee without any demur or delay, merely on a demand from Secretary, Jaipur Development Authority any such demand made on the bank by the Jaipur Development Authority shall be conclusive and payable by the Bank under the guarantee. The Bank Guarantee shall be completely at the disposal of Secretary, Jaipur Development Authority and We(name and address of bank)....., bound ourselves with all directions given by Jaipur Development Authority regarding this Bank Guarantee However our Liability under this guarantee shall be restricted to an amount not exceeding Rs./- (RupeesOnly).
3. We the(Name and address of Bank), undertake to pay Jaipur Development Authority any money so demanded notwithstanding any dispute or disputes raised

by the contractor (s) any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. Relating thereto our liability under these presents being absolute, unequivocal and unconditional.

4. We(Name and address of Bank), further agree with Jaipur Development Authority that the Jaipur Development Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Jaipur Development Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Jaipur Development Authority or any indulgence by the Jaipur Development Authority or the said Contractor (s) or by any such matter or thing whatsoever which would but for this provision have effect of so relieving us.
5. The liability of us(Name and address of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
6. We(Name and address of Bank), lastly undertake not to revoke this guarantee except with the consent of Jaipur Development Authority in writing.
7. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Jaipur Development Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
8. It shall not be necessary for Jaipur Development Authority to proceed against the contractor before proceeding against the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
9. That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:

2. Name of the branch with branch code:

3. Address:

4. E-Mail Id:

5. Telephone No.

6. Fax No.:

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If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

10. We(Name and address of Bank), undertake that the amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through IFSC Code No ICIC0006754, Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

11. All claims under the guarantee will be payable at Jaipur.

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled' The BG Confirmation letter No is an integral part of the BG No.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

DRAFT LICENSE AGREEMENT

**License for Operating and Maintaining 2-Level Underground Parking Complex at Ram
Niwas Garden, Jaipur**

A. THIS AGREEMENT made this _____ day of _____ two thousand seventeen between Jaipur Development Authority, set up under Jaipur Development Authority Act, 1982 having its registered office at, R.K. Vyas Bhawan, Jawahar Lal Nehru Marg, Jaipur-302005 (Rajasthan) and represented by Secretary, JDA Jaipur, hereinafter called "**JDA**" of the one part,

and

B. _____ represented by _____ hereinafter called the "**Operator**" or the "**Parking Operator**" (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative successors and assigns of the Operator) of the other part.

C. WHEREAS JDA is entitled in 'Law' to grant license for Operating and Maintaining 2-Level Underground Parking Complex at Ram Niwas Garden, Jaipur so as to provide parking facilities to the visitors and is in possession of space, more fully described in the **Appendix-IA & IB** hereunder and in the plan annexed in thereto, hereinafter referred to as the premises.

D. WHEREAS the Operator is desirous to operating Parking Complex at Ram Niwas Garden, Jaipur on the terms & conditions mentioned hereunder;

AND WHEREAS JDA is agreeable to grant the license; NOW, THEREFORE, this indenture witnessed:

1. That the license for the said facility shall be valid for a period of 5 (five) years from _____ to _____ unless terminated earlier on account of following:
 - a. By giving 90 days notice in writing by either party for default on the part of the other party or in the event of force majeure.
 - b. By JDA on a short notice on account of un-satisfactory performance of the Operator for reasons more fully described in the General Terms and Conditions specified in the bid document.
2. That in consideration, Operator shall pay JDA every month in advance by way of License Fee on or before 5th day of English calendar, a sum of Rupees _____.

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3. That in addition to the above said license fee, Operator shall pay every month (by 5th of every month) in advance such amount as computed by JDA towards utilities like electric and water consumption.
4. That the Operator shall pay all out goings and other taxes as applicable.
5. That the Operator shall make payment of License Fee and other amounts by demand draft in favour of Secretary, Jaipur Development Authority, payable at Jaipur.
6. In case of default or delay in payment of License Fee following penalties shall be applicable:
 - (i) For default upto a period of 30 days: The Operator shall be liable to pay to JDA interest @ 2 percent per month on the outstanding amount for the period such amount remains outstanding.
 - (ii) For default beyond 30 days upto a period of 60 days: The Operator shall be liable to pay to JDA interest @ 2.5 percent per month on the outstanding amount for the period such amount remains outstanding.
 - (iii) Any default beyond 60 days: The License Agreement is liable to termination.
7. That the Operator has furnished an unconditional and irrevocable Performance Security for due performance on its part in the form of Bank Guarantee No. _____ dated _____ for an amount of equal to 6 times quoted Monthly license fees in favour of Secretary, Jaipur Development Authority which can be invoked at any branch of the Bank at Jaipur as per terms and conditions of the License Agreement.
8. In the event of the Operator committing any breach of the terms & conditions of the license agreement, JDA, without prejudice to other rights and remedies available to it, shall be entitled to forfeit the Performance Security or any part thereof. In such an event the Operator shall pay such additional sum within 14 (fourteen) days from the date it receives such intimation, in order that the Performance Security shall at all times during the subsistence of the Agreement, be for the same amount. On the expiration or earlier termination of the license, as the case may be, JDA shall return the Performance Security or part thereof which has not been forfeited as aforesaid, to the Operator, without interest subject to recoveries, if any, to be made by JDA from the Operator.
9. That the Operator shall equip itself with all necessary permits, licenses and such other permits as may be required under the law in force at any time with regard to the operation of the parking complex.

10. JDA does not provide any assurance that any other line department of the Government or JDA itself shall not grant permit for charging Parking fee from the users in an area anywhere in the vicinity of the 2-level Underground Parking Complex at Ram Niwas Garden, Jaipur during the subsistence of this Agreement.
11. Parking operator shall be responsible for watch and ward of the already installed direction boards and signage board. The operator shall maintain/replace the damaged boards(if any) at his own cost.
12. At all times during the subsistence of the Agreement, it shall be the responsibility of the Operator to purchase and maintain or cause to be purchased and maintained at its own expense insurance policies, as are customarily and ordinarily available in India on commercially reasonable terms as reasonably required to be maintained to insure the following components within the Parking Complex:
 - (i) Components which have been handed over to him for operation and maintenance by JDA.
 - (ii) Components which have been installed by the operator himself.
 - (iii) Any claim for workmen's compensation or otherwise of all persons employed by him in connection with carrying out his business.
 - (iv) Third party insurance to cover the users of the Parking Complex as well as their vehicles in the Parking Complex against accident, damage and theft.
13. The Operator shall produce for inspection on demand by JDA all policies in respect thereof and the receipts of the premium paid by the Operator to the service provider (insurance company) to verify whether the policy is in force and effect.
14. It may be clarified that JDA shall not be responsible for any loss or damage caused to the operator on any account whatsoever for the above said components. The Operator shall indemnify JDA on all such accounts.
15. The Operator shall use the premises only for such purposes as indicated in **Appendix-IA** to this Agreement and for no other purpose whatsoever.
16. The Operator shall not erect or display any advertisement or signboards except as required for efficient management of the Parking Complex. Any violation by the Operator in this respect is liable to termination of the License Agreement.
17. In the event of any default, failure, negligence or breach, in the opinion of JDA on the part of the Operator in complying with all or any of the conditions of the License Agreement, JDA shall be entitled and be at liberty to terminate the license forthwith

and resume possession of the space allotted for Parking Complex without payment of any compensation or damages and also forfeit in full or in part the Performance Security amount deposited by the Operator as may be determined by JDA for the lack of performance of Agreement by the Operator.

18. The Operator shall be entitled to collect parking charges not beyond the figures indicated in **Appendix-II** of this Agreement.
19. JDA and the Operator further agree that they are bound by the '**General Terms and Conditions**' as set forth hereunder:

GENERAL TERMS AND CONDITIONS

JDA hereby covenants with the Parking Operator as follows:

The Parking Operator paying the License Fee and performing the covenants herein contained and on its part to be performed shall peacefully possess and enjoy the scheduled space within the Parking Complex premises during the license period.

A. PAYMENTS & CONSIDERATION

- (i) That the Parking Operator shall pay to JDA an amount of monthly license fee as quoted by it and as accepted by JDA. Such amount shall be paid in advance for a month on or before 5th of English calendar for that month to Secretary JDA through demand draft drawn on a nationalised bank of India.
- (ii) In case of default or delay in payment of License Fee following penalties shall be applicable:
 - a. For default upto a period of 30 days: The Operator shall be liable to pay to JDA interest @ 2 percent per month on the outstanding amount for the period such amount remains outstanding.
 - b. For default beyond 30 days upto a period of 60 days: The Operator shall be liable to pay to JDA interest @ 2.5 percent per month on the outstanding amount for the period such amount remains outstanding.
 - c. Any default beyond 60 days: The License Agreement is liable to termination.
- (iii) That in addition to the above said license fee, the Parking Operator shall pay at its cost all charges towards consumption of electricity and water, as per the bills raised by line agency. Any default on the part of

the operator on this account and consequences thereof shall be at the risk of the Operator and no compensation whatsoever on this account shall be made by JDA.

- (iv) That the Parking Operator shall pay all rates, assessments, out goings and other taxes as applicable on the Parking Operator under Indian law.

B. PERFORMANCE SECURITY

- (i) For due performance by Parking Operator as per the terms and conditions of the License Agreement, Performance security shall be solicited an unconditional and irrevocable Bank Guarantee in favour of Secretary, JDA for an amount of equal to 6 times quoted Monthly license fees valid for a period of one year from all successful bidders except In case of Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security Such Bank Guarantee shall be revalidated, seven days prior to its expiry, for another period of one year failing which JDA reserves the right to invoke the Bank Guarantee. Such annual revalidation shall be necessary till the fifth year of the license period.
- (ii) In the event of the Parking Operator committing any breach of the terms and conditions of the contract, JDA may without prejudice to other rights and remedies shall be entitled to forfeit the Bank Guarantee of Performance Security or any part thereof. In such an event the Operator shall pay in the same manner as stated above such additional sum within 14 (fourteen) days from the date he is called upon by JDA to do so, so that the Performance Security shall at all times during the subsistence of the Agreement, be for the same amount.
- (iii) The Performance Security shall be returned without interest at the end of the contract period or on termination of the Agreement after adjusting all dues recoverable from the Parking Operator including but not limited to the cost of repair of any damages to any part of the licensed premises. This is without prejudice to the rights of the JDA to recover in any other manner from the Parking Operator any claims or damages or other dues as provided in this Agreement.

C. OBLIGATIONS OF THE PARKING OPERATOR

- (i) That, the Parking Operator shall take possession, occupy and use the premises for the purpose of parking of vehicles of commuters and visitors only. In no case shall the operator carry out either at its own level or through any other agency any commercial activity in the Parking Complex.
- (ii) Parking Complex at Ram Niwas Garden will be available to the Operator for a period of five years.
- (iii) After entering into the License Agreement, the Parking Operator shall, at its own cost, fix automatic boom barrier approved by JDA, install ticket counter with facility to issue computerized parking ticket with necessary hardware and software, indicating details, including, but not limited to the following:
 - a. Vehicle Registration No
 - b. Ticket Serial No.
 - c. Time and Date of entry
 - d. Tariff for Parking
 - e. Information and any other details as deemed necessary by JDA
- (iv) Parking operator shall be responsible for watch and ward of the already installed direction boards and signage boards. The operator shall maintain/replace the damaged boards (if any) at his own cost and also provide road markings for ease of movement of vehicles as well as for ease in parking of vehicles. The provisions of clause 12 of this Agreement shall be applicable.
- (v) That Parking Operator shall operate the Parking Facility by charging the fee from users at rates as provided in this Agreement (**Appendix-II**). Parking Operator shall exhibit the said approved charges at a conspicuous place inside the licensed premises. In case the Operator is found charging higher than prescribed fee or is reported misbehaving with the commuters or the employees of JDA, the License Agreement shall be liable for termination.
- (vi) That the Parking Operator would ensure that the licensed premises are operational for all the seven days in a week and that adequate and suitable manpower is available from 8 AM to 11 PM on all days. JDA may alter these timings depending on local circumstances. The

Parking Complex shall not be operated from 11 PM to 8 AM as Ram Niwas Garden remains closed to vehicular traffic during this period.

- (vii) That the Parking Operator shall be responsible for watch and ward of the facility handed over to it by JDA. It shall deploy suitable security personnel to ensure watch and ward round the clock.
- (viii) The Operator shall maintain at its cost all the inventories related to electrical items, sanitary works, water supply and shall replace at its cost any part of the inventories that may have been damaged/broken /stolen or may have become non functional for any reason. It shall be the responsibility of the Operator to ensure that all the systems handed over to it by JDA or those installed by the Operator itself are in perfect functional order at all times. Replacement of items must be ensured by the Operator within a reasonable time or as may be fixed by JDA.
- (ix) That the Parking Operator shall not be entitled to allow any other person to occupy the premises.
- (x) Perform all activities related to day to day cleaning of the Parking Complex including sanitary blocks.
- (xi) Deploy suitable number of personnel at its cost for operation of Parking Complex.
- (xii) Hand over the Parking Complex to JDA with all the equipments/ implements in functional order within 48 hours of expiry of the License Agreement or earlier termination as the case may be.
- (xiii) As per directives of Hon'ble High Court of Rajasthan, the features of Ram Niwas garden are not to be disturbed. The operator shall ensure strict compliance of such directives.

D. COMPLIANCE

- (i) That the Parking Operator shall abide by all rules & regulations, bye-laws and guidelines that JDA may, from time to time, make or adopt or amend for the care, protection and administration of the Parking Complex.
- (ii) The Parking Operator and its employees and agents shall be bound to comply with instructions issued by JDA from time to time.

- (iii) That the Parking Operator shall equip itself with all necessary permits, license and such other permissions as may be required under the law in force at any time with regard to the operation of the Parking Complex.
- (iv) The Operator shall be responsible to comply with the provisions of the Motor Vehicle Act, 1988 and any other law or rule in force relating to custody and parking of vehicles.
- (v) The License period of five years shall commence from the date of signing of this License Agreement between JDA and the Parking Operator.

E. OPERATIONS

The Operator should ensure –

- (i) Minimum number of signage boards in the Parking Complex at both entrance and exit and other locations as stipulated at **Appendix-III**.
- (ii) Boards should be put up in an elevated position from the ground so that they are clearly visible from a distance of 15 m.
- (iii) Colour scheme should be such that the background is of light colour and the letters are in bright colour. Letter size should be big enough to be read from a distance of 15 m.
- (iv) The rates should be visible both while entering and leaving. It should be ensured that these boards are placed in well illuminated locations for clear visibility.
- (v) The information related to the scheduled rates should be in the middle of the tickets and not at the sides or corners to avoid it getting mutilated.
- (vi) The Operator shall provide at its own expense such implements as are necessary for issue of computerized tickets as well as for the safe and efficient discharge of all obligations under this License Agreement.
- (vii) Cars belonging to staff of JDA inspecting the Parking Complex shall be exempted from the levy of parking charges.
- (viii) The Operator will ensure the vehicles are parked properly in their respective lanes so as to facilitate smooth movement of traffic.

- (ix) Operator shall be required to print on the ticket and display on a board the following:

“JDA has licensed the premises for parking of the vehicles. Users are advised that their transaction is with the Operator and not with JDA and JDA is not responsible for the loss and damage to the vehicles parked at this Complex. The vehicles of which delivery is not taken within three days shall be handed over to the local Police station”.

- (x) The Operator shall be directly responsible for all claims, which may be preferred by an owner of a vehicle against the Operator on account of any loss or damage to his vehicles. JDA shall remain indemnified against any such claim.

F. CONTROL AND SUPERVISION

- (i) That the overall control and superintendence of the said licensed premises shall remain vested with Executive Engineer (RRP-II), JDA who shall at all times have the absolute right of entry into the said premises and be entitled to inspect the said licensed premises about its bona fide use, about its state of maintenance and compliance with the terms and conditions of this Agreement.
- (ii) The Parking Operator shall maintain a complaint book at a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by any authorized officers of JDA. The parking operator shall expeditiously inquire into and remedy such complaints. JDA officers shall be entitled to inspect the complaint book and the operator shall arrange access to such book to JDA officials without any hindrance.

G. ADDITION AND ALTERATIONS

- (i) That the Parking Operator shall not be entitled to make any addition or alteration to the licensed premises but shall be entitled to place temporary removable necessary furniture which it shall remove at its own cost at the expiry of the period hereinbefore mentioned or its earlier revocation and shall repair all damages, if any, caused to the property by and due to it or its employees or agents.
- (ii) The design, colour-scheme, layout and quality of these partitions and other removable furniture shall be as approved by JDA.

H. MAINTENANCE

- (i) That the Parking Operator will keep and maintain the license premises including public facilities within the Parking Complex in a clean, hygienic, proper and decent condition and shall not allow the premises to be in a poor state of affair and outlook during the subsistence of this Agreement and shall not in any manner damage the wall, floor or other structure of the building nor cause any kind of hindrance or obstruction in the use thereof in any manner whatsoever.
- (ii) If the premises along with public facilities are not maintained in reasonably clean condition by the Parking Operator, JDA reserves the right to get the premises cleaned at the risk & cost of the Parking Operator. The Parking Operator shall reimburse such amount and additionally pay to JDA liquidated damages at the rate of Rs. 2000/- (two thousand) per day for each default up to 7 (seven) days and thereafter Rs. 5000/- (five thousand) per day. JDA may take other actions including termination of the License Agreement. The decision of JDA in this respect shall be final and binding on the operator.
- (iii) In the event of any damage being caused to the Parking Complex intentionally or otherwise, by the Parking Operator, or his employees or users, the Parking Operator shall repair such damage within a reasonable time as determined by JDA. In case of default on his part in this respect, JDA shall be entitled to get the damaged component repaired or to make the requisite replacement and call upon the Parking Operator to reimburse the cost hereof which the Parking Operator undertakes to pay forthwith on demand. In addition, JDA shall be entitled to impose liquidated damages at the rate of Rs. 2000/- (two thousand) per day for each default up to 7 (seven) days and thereafter Rs. 5000/- (five thousand) per day. JDA may take other actions including termination of the License Agreement. The decision of JDA in this respect shall be final and binding on the operator.
- (iv) The Parking Operator shall not allow storing or bringing in or unloading or keeping in the premises heavy articles so as to damage the premises or goods of combustible or inflammable nature or any other prohibited material.

I. EMPLOYEES

- (i) The operator must appoint reliable, efficient and honest staff in adequate number and only who are able to control the traffic. Their character must be verified by the police at their own cost and

furnished to the Executive Engineer (RRP-II), JDA before their services are engaged. JDA shall be at liberty to forbid the employment of any person whom it may consider undesirable. They should wear clean uniform while on duty at the Parking Complex with their name clearly mentioned on their shirt. Uniforms must be provided by the Operator at its own cost. The staff must carry a valid identity card provided to it by the Operator clearly bearing his name along with his photograph.

- (ii) The Parking Operator would ensure that employees, officers and staff engaged by it shall observe highest standards of courtesy, manners and professionalism while dealing with the visitors and customers.
- (iii) The Parking Operator does hereby agree to immediately remove any employee from the licensed premises if such employee misbehaves, causes nuisance or is considered to be undesirable by the JDA or its representative.

J. COMPENSATION OR CONCESSION

- (i) In the event the operation of the Parking Complex remains suspended on account of Government Laws/Rules/Regulations/Orders etc. for any reason whatsoever, the Parking fee payable to JDA shall be suitably reduced for the duration the Operation of Parking Complex remains suspended provided such suspension lasts for more than two days in a month.
- (ii) In the case of breach of the terms of this license, JDA reserves the right at its discretion to recover compensation from the Parking Operator up to the limit of the Performance Security. The decision of JDA in this respect will be final and binding on the Parking Operator.

K. DURATION, TERMINATION AND RENEWAL

- (i) That the duration of the License shall be for a period of 5 (five) years from the date signing of License Agreement.
- (ii) The Parking Operator shall not terminate the license before the expiry of the period of the license except by giving 90 (ninety) days notice in writing. Parking Operator shall be liable to pay to JDA (without any demur or question) such amount of money as due to JDA as per terms and conditions of this License Agreement for the use of Parking Complex.

It may be clarified that this license can be terminated by JDA by giving 90 (ninety) days notice in writing without assigning any reason thereof, at any time.

- (iii) That notwithstanding anything elsewhere contained herein, it is hereby expressly agreed by and between the parties that the JDA will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
- the Parking Operator is in breach of its responsibilities and obligations under this Agreement and has not rectified them having been given 15 days written notice by the JDA or
 - if the Parking Operator has a winding up or administration order made in relation to it, or
 - if the Parking Operator enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the Parking Operator enters into an arrangement with its creditors for repayment of debt; or
 - if the Parking Operator suffers a change of control whereby a third party either directly or indirectly, jointly or on its own, comes in control of 51% or more of the Parking Operators' equity or management control.
 - if the JDA's reputation is damaged through dealings with the third parties.
- (iv) In the event of termination of License as provided hereinabove, JDA shall always be entitled to and shall have power, at its absolute discretion to re-occupy forthwith the said premises without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof.
- (v) On account of any breach on part of the Parking Operator, the Parking Operator shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JDA. Further, Parking Operator shall remove its goods and other materials from the premises immediately, failing which JDA reserves its right to remove such goods/materials at the cost & risk of the Parking Operator and demand payment for such removal. If such payment is not made within 10 (ten) days, JDA shall be at liberty to dispose off the goods/materials of the Operator by public auction to recover the cost. The

Parking Operator shall not be entitled to raise any objection in such an eventuality.

- (vi) In the event of any default, failure, negligence or breach, in the opinion of JDA on the part of the Parking Operator in complying with all or any of the conditions of the License Agreement, JDA will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the Performance Security.

L. INDEMNITY

- (i) That the Parking Operator hereby agrees to indemnify the JDA and hold it harmless from all claims, demands, damages, actions, costs and charges to which the JDA may become subject to or which it may have to pay or be held liable thereof, by reason of any injury to persons, reputation or property suffered or sustained by any third party or an agent or employee of the JDA or arising out of any activity or negligence or omission of the Parking Operator or its agents or employees while in or about the licensed premises or other premises of the JDA.
- (ii) The Parking Operator undertakes to indemnify JDA against any loss, claim, costs, damages to, or diminution of, its business and goodwill, or any third party claims or proceedings brought against JDA as a result, direct or indirect, of any prejudicial business practices of the Parking Operator or any misrepresentation of its relationship with JDA. This indemnity shall be without prejudice to any other rights and remedies, which JDA may have under the law.

M. REGISTRATIONS AND PERMISSIONS

The Parking Operator shall obtain necessary registrations with appropriate authorities (local authorities) and shall obtain all permissions and licenses, as may be required under the applicable laws and shall be solely liable for all violations and contraventions respecting its business and JDA shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Parking Operator.

N. RATES AND TAXES

- (i) The GST and all other taxes will be borne by the bidder as per prevailing rates in addition to the rate quoted.

- (ii) In the event of modification of slab of taxes or any other new tax imposed by the Govt. Throughout the contract license period as the case may be entire part will be borne by the licensee.

O. CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970

- (i) The Operator shall adhere to the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, modified from time to time, wherever applicable and shall also indemnify JDA from and against any claims under the aforesaid Act and the Rules.
- (ii) The Operator shall pay to labour employed by him directly or through sub-operators the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Operator, shall notwithstanding the provisions of the license to the contrary, cause to be paid the wages to labour indirectly engaged on the license including any engaged by his sub-operators in connection with the said license, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed for performance of the Operator's part of the license, the Operator shall comply with or cause to be complied with the provision of the aforesaid Act and the Rules wherever applicable.

In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the JDA is obliged to pay any amount of wages to workman employed by the Operator or his sub-operator in execution of the license or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Operator due to the Operator's failure to fulfill its statutory obligations under the aforesaid Act or the Rules, JDA will recover from the Operator, the amount of wages so paid or the amount of expenditure so incurred, without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, JDA shall be at liberty to recover such amount or part thereof by deducting it from the security deposit. JDA shall not be bound to contest any claim made against it under Sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Operator and upon his giving to JDA full security for all costs for which JDA might become liable in contesting such claim. The decision of JDA regarding the amount actually recoverable from the Operator as stated above, shall be final and binding on the Operator.

P. WAGES TO LABOUR

The Operator shall comply with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act” and the Rules made there under) in respect of any employees employed or engaged by it for carrying out the commercial license.

Q. LIMITATION OF LIABILITY

- (i) The JDA shall in no way be liable for any losses or claims arising out of untoward incidents like theft, fire, riots, floods, natural calamities etc.
- (ii) In case the Parking Operator suffers any loss on account of it being unable to carry on its business or is restrained by the JDA for contravention of any of the terms and conditions of this license, subject to which this license is granted, the Parking Operator shall have no claims on JDA. The provision under sub-clause(i) of **Compensation or Concession** shall however prevail.

R. PARTIES TO THE AGREEMENT AND THIRD PARTIES

This agreement is between JDA and the Parking Operator. Any third party shall have no right or benefit under this agreement.

S. CLARIFICATIONS, DISPUTES AND SETTLEMENT

- (i) That in case of any dispute arising between JDA and the Parking Operator, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the committee of JDC, Director (Engineering-I), Director (Finance), JDA for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.
- (ii) Both the parties hereto agree to be bound by the decision of the committee and that the decision of the committee shall be final and conclusive and not open to any challenge or review.
- (iii) The Committee shall make speaking award, claim wise.
- (iv) Interest, if any, awarded shall be applicable from the date of making of the award only.

T. JURISDICTION

In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction shall be the Courts at Jaipur.

U. FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement if failure to comply with the requirements of this Agreement is due to circumstances beyond the control of JDA or the Parking Operator. However, rebate in the

license fee due to natural calamities may be granted as per the merit of the case.

V. WAIVER

- (i) There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party.
- (ii) No omission or delay on the part of any party thereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. This rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

W. NOTICES

Any notice which is required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out above or such other address as the recipient may designate by notice. Notices may be delivered by pre-paid post, email or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if by facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

X. TRANSFERABILITY, ASSIGNMENT AND SUB-CONTRACTING

- (i) The Parking Operator does not have the right to transfer the benefit of this Agreement or to delegate any obligations to a third party without the prior written consent of JDA.
- (ii) The Parking Operator shall not, unless with the written consent of JDA, create a sub-contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

SAFETY, HEALTH AND FIRE PREVENTION

A. STANDARD SAFETY CLAUSES

- (i) Battery operated emergency light shall be provided in parking bays.

- (ii) Storing of liquid fuel of any type including goods of combustible or inflammable nature or any other hazardous material is strictly prohibited.
- (iii) All other provisions made elsewhere in this Agreement.

B. STANDARD HEALTH CLAUSES

- (i) The Licensed premises, structures and installations thereon shall be kept in clean and sanitary condition by the Parking Operator to the satisfaction of the JDA or of any Officer nominated by him in this behalf.
- (ii) The Officer authorised by JDA may, without notice enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Parking Operator.
- (iii) All instructions given by the Officer authorised by the JDA, in the maintenance of public health of the building and vicinity thereof including sanitation control and prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be complied with by the Parking Operator and its agents and employees.
- (iv) The Parking Operator, his agent and employees shall not without consent of the Officer nominated by JDA interfere with, damage, destroy things placed in, under or upon any land or building by or under the orders of such Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- (v) The Parking Operator, his agents and employees shall not abuse the water sources and drainage facilities provided in the Parking Complex so as to create a nuisance or insanitary situation prejudicial to public health.
- (vi) In the event of any default, failure, negligence or breach in the opinion of JDA on the part of the Parking Operator in complying with either of these conditions specified in foregoing sub-clauses (i) to (v), JDA will be entitled and be at liberty to determine the License forthwith and resume possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Parking Operator for the due performance of the License.

C. FIRE PREVENTION CLAUSES

- (i) The Parking Operator hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.
- (ii) The Parking Operator undertakes to provide adequate number of 'waste bins' with proper lids, in the appropriate places of the premises under this license.
- (iii) The Parking Operator hereby undertakes not to obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.
- (iv) The Parking Operator shall not exceed the loading limits of power source as specified by the JDA and shall not do any loose or temporary connections in the Building.
- (v) The Parking Operator shall submit the premises for inspection of fire officer and any instructions given by such authority shall be complied with by the Parking Operator within a time period specified by the fire officer.
- (vi) Parking Operator should get its electrical circuit tested before the commencement of the service and submit the test report to the Executive Engineer (RRP-II), JDA. If any defect is noted, it should be rectified without loss of time and the compliance report should also be furnished to the said authority.
- (vii) Appropriate housekeeping measures should be undertaken at all the times to keep the premises and in and around the premises leased out neat, clean and free from any garbage and disposable materials.
- (viii) Shall provide necessary assistance in emergency situations (such as fire in the Complex) for bringing the situation to normal and for evacuating the personnel and other items as may be directed by JDA.

IN WITNESS WHEREOF the Parties have executed and delivered this License Agreement by their duly authorized representative on the date first above written:

**Bid Document to Award of License for Operation And Maintenance of 2-Level
Underground Parking Complex at Ram Niwas Garden, Jaipur**

<p>SIGNED ON BEHALF OF JAIPUR DEVELOPMENT AUTHORITY</p> <p>_____(Signature)</p> <p>_____(Name)</p> <p>Executive Engineer (RRP-II)</p>	<p>SIGNED, SEALED AND DELIVERED ON BEHALF OF</p> <p>.....</p> <p>by the hand of its authorized representative</p> <p>_____(Signature)</p> <p>_____(Name)</p> <p>_____(Designation)</p>
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In the presence of

Witnesses:

(i)

(ii)

Date:

Place:

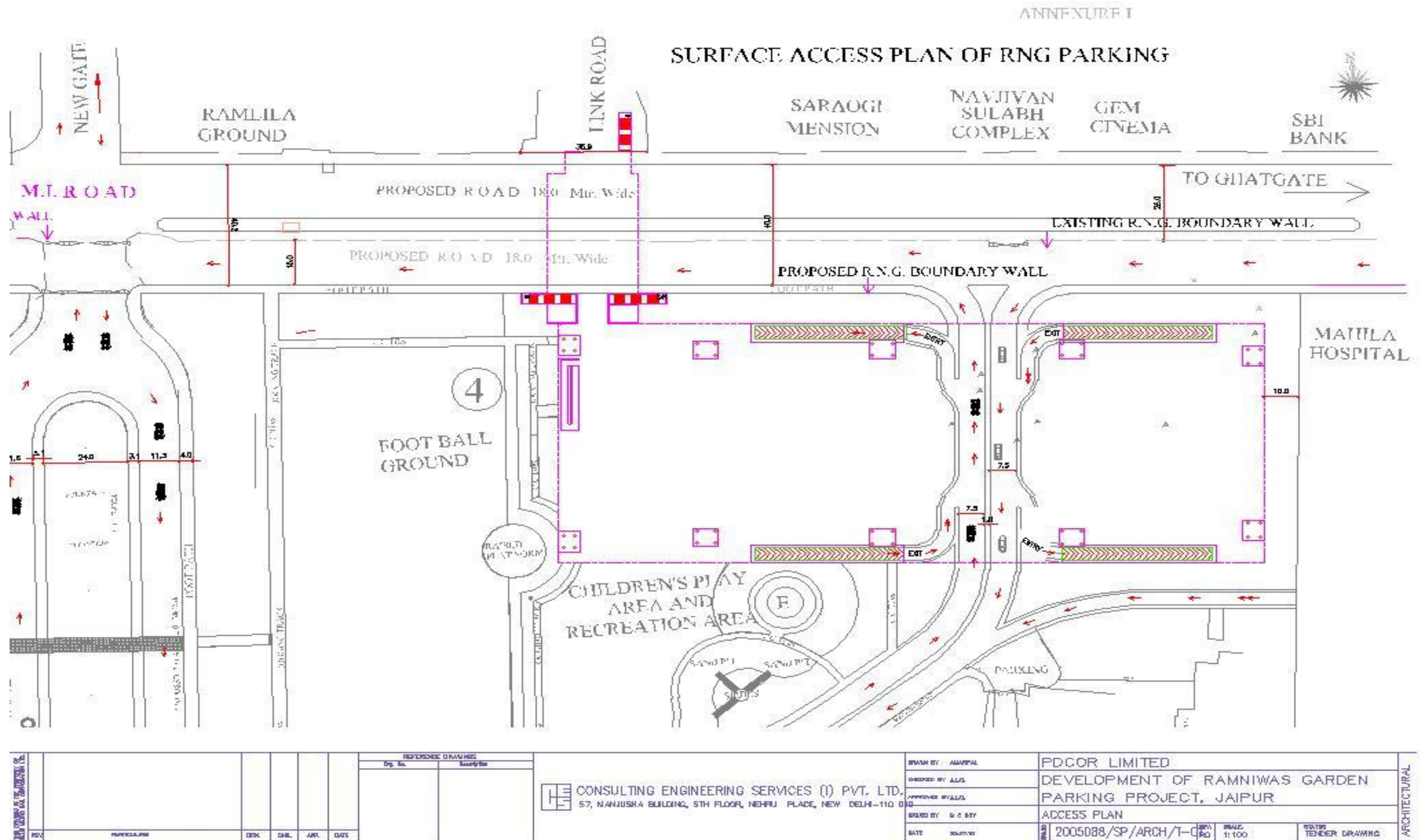
Bid Document to Award of License for Operation And Maintenance of 2-Level Underground Parking Complex at Ram Niwas Garden, Jaipur

**Appendix IA:
DETAILS OF THE PARKING COMPLEX**

Salient Features of 2- Level Underground Parking Complex at Ramniwas Garden Jaipur

S. No.	Description	Details
1	Use of Premise	To be used specifically as a Parking Complex only
2	Parking Area	16000 Sqm (Per Floor)
3	No. of Floors	2 Nos.
4	Total Parking Capacity	About 915 ECS (about 458 ECS per Floor)
5	Parking Bay Size	5 m x 2.5 m
6	Aisle Width (Drive way Width)	6 m
7	Turning Radius (Outer)	8.45 m
8	Turning Radius (Inner)	4.20 m
9	Clear Width of Entry / Exit Ramps	4.25 m
10	Capacity of entry / exit vehicles	400 veh/hr
11	No. of Entries / Exits	2 Nos. each
12	Provisions for Physically Challenged Persons	(1) Ramp on West Side wall of Parking with Appropriate Gradient
		(2) Provision of Lift for Subway Area

Appendix IB:
MAP OF PARKING COMPLEX



**Bid Document to Award of License for Operation And Maintenance of 2-Level
Underground Parking Complex at Ram Niwas Garden, Jaipur**

**Appendix II:
DETAIL OF PARKING CHARGES**

The parking operator shall charge year wise parking fee as per tables given below:

8.00 AM to 11.00 PM

(i) Parking Fee for 1st, 2nd & 3rd Year

Class of Vehicles	Parking Fee		
	For the first two hours	For every subsequent hour or part thereof	Maximum Parking charges for 24 hrs
Cars/Jeep	Rs. 25/-	Rs. 7/-	Rs. 90/-
Motor Cycles/ Two wheelers	Rs. 12/-	Rs. 5/-	Rs. 35/-
Bicycles	Re. 2/- per hour subject to a maximum of Rs. 5/- per day.		

(ii) Parking Fee for 4th & 5th Year

Class of Vehicles	Parking Fee		
	For first two hours	For every subsequent hour or part thereof	Maximum Parking charges for 24 hrs
Cars/Jeep	Rs. 30/-	Rs. 10/-	Rs. 100/-
Motor Cycles/ Two wheelers	Rs. 15/-	Rs. 8/-	Rs. 40/-
Bicycles	Re. 5/- per hour subject to a maximum of Rs. 10/- per day.		

Note:

- (i) At present Ram Niwas Garden is open to vehicles from 8.00 am to 11.00 pm. The operator shall therefore run the Parking Complex during these hours only.
- (ii) Operator can issue monthly passes as following:-
 - (a) 200 Passes @ Rs. 2000.00 Per Pass per month for 8.00 AM to 11.00 PM.
 - (b) 100 passes @ Rs. 5000.00 per Pass per month for 24 Hours parking.
- (iii) Operator has to include provision of system where every vehicle making entry or exit has an entry on the computer system which is online & JDA has access to it. The parking slip should be generated from the system. Every vehicle with pass should also mandatorily be entered in the system while making any entry & exit

**Appendix-III:
LIST OF EQUIPMENTS TO BE PROVIDED BY PARKING OPERATOR**

S. No.	Particulars	Numbers
1.	Boom Barrier (to facilitate control at 2 entry points and 2 exits)	04
2.	Hardware and Software System for issuing of parking tickets and charging of parking fee	04
3.	Reflectorized Road Markings (for demarking parking base as well as entry, exit lanes, direction signs for movement of vehicles)	As per scheme approved by JDA
4.	Reflectorized Direction Boards/Signages indicating	
	• Parking Fee	04
	• Availability of balance parking space	04
	• Do's and Don'ts	02
	• Entry point, exit point for vehicles and emergency exit • Location of facilities within the complex • No Smoking	As per scheme approved by JDA
5.	Deployment of suitable Manpower for issue of tickets, for collecting parking fee and for directing the users to park their vehicles at vacant slots	As appropriate

Annexure A: Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti- competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) Not obstruct any investigation or audit of a procurement process.
- (g) Disclose conflict of interest, if any and.
- (h) Disclose any previous transaction with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process of, including but not limited to :
 - a. Have controlling partners/ shareholders in common, or
 - b. Receive or have received any direct or indirect subsidy from any of them, or
 - c. Have the same legal representative for purposes of the Bid, or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the procuring entity regarding the bidding process. Or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid, or.
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid.
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer in charge/ Consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications:-

**Bid Document to Award of License for Operation And Maintenance of 2-Level
Underground Parking Complex at Ram Niwas Garden, Jaipur**

Declaration by the Bidder

In relation to my/ our Bid submitted to for procurement of In response to their Notice Inviting Bids No. Dated I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity :
2. I/ we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons:
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings ;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is **JDC**

The designation and address of the Second Appellate Authority is **E.C.**

(1) Filling an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring

Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or Prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases.

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of Procurement;
- (b) Provisions limiting participation of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality;

(5) Form of Appeal:

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be in person or through registered post or authorized representative.

(6) Fee for filing appeal:

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.
- (b) The fee shall be paid in the form of Bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal:

- (a) The first Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,
 - (i) Hear all the parties to appeal present before him and
 - (ii) Peruse or inspect documents, relevant records or copies there or relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public Procurement Portal.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - ii If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - iii If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and(ii) above
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Photo

To be given Self
Declaration, duly Self
attested

Self Declaration/undertaking

I/We.....S/O Shri.....Age.....Year.....
Resident of.....
District.....State.....Proprietor/ Partner/ Authorized signatory of M/s
..... here by declare and undertake as under.

1. I/We declare that _____ in capacity as _____ of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
2. I/We declare that I/We have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I/We submit my/our offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____
3. I/We declare that my/our firm have not been Black listed/debarred by any institution of Govt./Semi Govt. /Municipalities etc. for failure to pay any dues or for unsatisfactory performance.
4. I/We declare that my/our Firm has not been adjudged by any Court as insolvent, not Convicted under any law for any offence involving moral turpitude or any criminal activity.
5. I/We declare that the information provided by me/us is true and if any given time it is observed that any of the statement made above is in violation of said declaration, I/We are fully aware that contract will be terminated with immediate effect and Security Deposit / EMD shall be forfeited my/our firm shall be Black Listed or debarred from future tender of Jaipur Development Authority.
6. I/We declare that the information furnished by me/us in Technical Bid for “**License for operation and maintenance of 2-level underground parking complex at Ramniwas Garden, Jaipur**” is correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We are well aware of the fact that if the information given by me is proved false/not true, I/We shall have to face the punishment as per the law. Also all the benefits availed by me shall be summarily withdrawn and JDA has right to reject the Bid and to take action against me/us as per rules.

Enclose I.D. Proof with self declaration/undertaking.

.....
Proprietor/ Partner/ Authorized signatory

M/s