

**DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT OF DELHI**

Terms & Conditions for allotment of open ground Chunks at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi through open tender for temporary use by the public :-

1. A total of five open ground Chunks designated as Chunk – A, Chunk – B, Chunk – C, Chunk – D & Chunk – E are available at the above said location and the area of each Chunk is 9200 Sq. mtrs. (i.e. 80M X 115M). The Reserve price for each chunk is specified as thus i.e. Chunk A- Rs. 54,64,800/-, Chunk B- Rs. 97,15,200/-, Chunk C- Rs. 66,79,200/-, Chunk D- Rs. 48,00,000/- and Chunk E- Rs. 48,00,000/- and the same as been fixed for a period of one year as noted in the tender form.
2. All these chunks are available for the allotment through open tender to the private parties/persons/firms and for participating in the open tender for utilisation of any Chunk. Bidder(s) shall have to apply separately for each chunk in the prescribed tender form & shall have to deposit Earnest Money @ 25 % of the bid amount for each chunk alongwith duly filled tender form in the office of the Director (RP) through Bank Draft or FDR of scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of Delhi Urban Shelter Improvement Board. Name of the chunks (A, B, C, D, E) applied for shall be clearly mentioned on the sealed tender envelope submitted in this office. The incomplete application shall however, be rejected.
3. The agreement for the contract period for each chunk shall be executed between Director (RP), DUSIB referred to as first party and the successful bidder referred to as second party. The successful bidder, on receipt of offer of allotment shall execute the agreement with Director (RP) within seven days of issue of offer. The physical possession of the respective chunk shall be handed over to the successful bidder by, EE, CD-I, Raja Garden.


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4. After the highest bid in respect of each particular Chunk is approved by the Competent Authority of DUSIB, the highest bidder shall have to deposit the proportionate bid amount on monthly basis in advance by 10th day of each month through Bank draft of scheduled bank by the Reserve Bank of India in the office of Accounts Officer (HQ), Vikas Kuteer or in the bank a/c of DUSIB i.e. Central Bank of India, Extension Counter, I.P. Estate, New Delhi - 110 002 After execution of agreement between DUSIB and highest bidder the Chunk will be handed over to the second party on production of receipt/ challan in support of payment of bid amount for the first month.
5. The earnest money of the highest bidder already deposited with the Account Officer (HQ) shall be treated as Security Amount and shall be refunded to the highest bidder (i.e. Second party) after expiry of the period of contract and handing over of the physical possession of the open ground / chunk(s) by the second party to the concerned official of the first party.
6. The Chunk during the contract period shall only be utilised for the purpose of organising marriages, social/cultural/ religious functions, fair/fetes, exhibitions, cultural event and circus. The prescribed area under the Chunk shall only be utilised by the Second party during the contract period.
7. That immediately after expiry of the contract period, the Second party shall hand over the particular Chunk to the official of the First party in vacant, clear, peaceful and original condition.
8. The intending private parties / persons/firms willing to participate in the open tender for utilisation of various Chunks must possess valid PAN, I.T.C.C, VAT No., Service tax No., EPF & ESI Nos. etc. as applicable.
9. The Second party shall be responsible for ensuring that no nuisance & traffic hindrances/ disturbances are created by the persons / parties organising the functions on the open ground Chunk. The Second party shall be solely responsible to the Law enforcement authorities.


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10. The Second party during contract period shall allow individual persons or agencies for organising marriages, social/ cultural/ religious functions, cultural fair, meals /fetes, exhibitions by cottage industries, circus after charging suitable charges. The chunk for circus shall be allowed only to the bonafide circus units affiliated to the Indian Circus Federation. The list of such units is notified by the Deptt. of Youth Affairs & Sports, Ministry of Human Resources Development, Govt. of India, New Delhi.
11. The Second party shall ensure to maintain cleanliness and hygienic condition at the Chunk at all times on day to day basis.
12. The Second party shall ensure that all the rules and regulations relating to law & order and pollution (specifically noise pollution) are followed by the parties utilising the ground/chunk and orders issued by Delhi Pollution Control Board & Delhi Police from time to time in this regard are followed strictly.
13. It will be the responsibility of the Second party to ensure that cars & other vehicles are parked at the designated parking sites only. All the applicable traffic rules will be followed by the Second party in and around the Chunk under contract.
14. The Second party shall ensure that all the necessary approvals from all the concerned departments are obtained for organising the events/ functions during the contract period.
15. If the Second party during contract period intends to surrender the Chunk to the First party due to any reasons, the full security amount deposited with the First party shall stand forfeited.
16. In the event of violation any terms & conditions by the Second party during the contract period, the first party shall have full right to cancel the agreement and the entire security amount deposited with the First party shall


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stand forfeited to the First party. Legal action shall also be initiated against the Second party for violation of terms and conditions, as and when required.

17. If the Second party fails to deposit proportionate monthly rent for three consecutive months, then the allotment of chunk(s) shall be cancelled and security amount forfeited.
18. The tenders will be opened in the presence of intending bidder/ persons / agencies.
19. The tender is invited for a period of one year i.e. with effect from 01.03.2013 to 28.02.2014.
20. No pucca structure of any kind will be made/construction /erected by the second party in any chunk during the contract period failing which necessary criminal proceedings shall be initiated.
21. The Second party shall have to arrange for systematic parking of the vehicles & peaceful passage of marriage procession from their own means for which the department shall not be responsible in case of any eventuality and mishap. Any penalty/ fine imposed by any agency shall have to be paid by the Second party directly to the agency concerned under intimation to Director (RP).
22. All the necessary permissions required to be obtained from the different department / agencies shall have to be obtained by the bidder/ second party for which department shall not be responsible in case of any default caused by the bidder/second party.
23. In cases of any dispute between the parties, the dispute shall be referred to the Arbitrator to be appointed by Member (Admn.) as per the provision of Arbitration & Conciliation Act, 1996.
24. The decision of the Member (Admn.) for acceptance or rejection of bid will be final and shall be abided by all the bidders.


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25. One person/party may apply for more than one chunk with separate earnest money in separate tender form.
26. The bid amount shall be paid by the successful bidder in proportionate monthly basis in advance i.e. up to 10th day of every month failing which a compound interest at the rate of 2% per month shall be levied. The contract may be terminated by the first party i.e. Director (RP) without assigning any reason by serving a notice of 60 days. The second party may surrender the chunk by serving a notice of 90 days to the first party i.e. DUSIB. In case of termination of the contract by the first party, the second party will be liable to pay rent/ proportionate bid amount up to the date of termination for contract. However, in case of surrender of chunk(s) by the second party by serving a notice of 90 days to the first party, the second party will be liable to pay the full proportionate rent/ bid amount for the three months at the time of submission of application for surrender of chunk(s) and the security amount of the second party shall stand forfeited.

ADDITIONAL CONDITIONS

1. All taxes applicable in respect of this contract shall be payable by the second party and DUSIB will not entertain any claim at any stage, whatsoever, in respect of the same. The second party shall also absolutely comply with all the extant laws as applicable to the Govt. of NCT of Delhi.
2. The Second party shall ensure that best quality fire resistant tent & electrical fittings are used during any function.
3. The Second party shall not allow more than 1500 people within the tented premises on the allotted chunk during any function.
4. The Second party shall not allow organising of closed door events/ functions in any circumstances and shall also ensure that entry cum exit gates of the tented premises/ pandals are kept sufficiently wide & remain open all the times during the function.


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5. In case the Second party fails to hand over vacant, clear, peaceful possession of the chunk in original condition to the official of the First party within a period of 7 days after completion of contract period, a penalty amount equivalent to 1 % of bid amount of respective chunk for each delayed day shall be deducted from the security deposit of the Second party. In the event of non-handing over of chunks by the second party to the first party within seven days after expiry of the contract, all the erected pandals, shall be got removed by the First party with the help of Police at the risk and cost of Second party and the entire security deposit of the Second party shall stand forfeited to the First party.

Director (RP)


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