

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

Room No. 10,
Punarwas Bhawan
I.P. Estate, New Delhi-2

Notice Inviting Tender

Sealed Tenders are invited by the Director (AM), DUSIB, Room No. 10, Punarwas Bhawan, I.P. Estate, New Delhi-110002 up to 20.05.2013 as per schedule given below from eligible Adult Individual/Firm/Company/ Registered Society/Registered Co-operative Society who is registered with DUSIB, MCD and other Government Organization as Contractor to participate in the tender for allotment of parking site at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi for a period of 02 (two) years w.e.f 01.06.2013 for temporary utilisation for the purpose of organising the parking at his/its own level as per the prescribed Terms & Conditions for allotment of the above noted site.

Time Schedule:-

1. Sale of Tender Forms _____ 07.05.2013 to 20.05.2013 (up to 4.00PM)
2. Last date of receipt of Tender Forms _____ 23.05.2013 (up to 3.00 PM)
3. Date of opening of Tender Forms _____ 23.05.2013 (at 4.00PM)

Cost of tender

The intending Individuals/Firm/company etc. should contact Assistant Director (RP), DUSIB, Vikas Kuteer, I.P. Estate, New Delhi to purchase the Tender Form alongwith payment of Rs. 2000/- (Two Thousand) in form of Demand Draft / Pay order in favour of **Delhi Urban Shelter Improvement Board** between 10.00 AM to 3.00 PM. The Tender Form alongwith requisite terms & conditions can also be downloaded from the website-delhishelter.nic.in. However, in case the downloaded Tender Form is submitted to the Department, then a Demand Draft / Pay Order of Rs. 2000/- (Two Thousand) will have to be enclosed alongwith the Tender Form including attested copies of the relevant documents such as PAN, Latest ITCC, VAT No., Registration Certificate, etc. as applicable.

The relevant details and Terms & Conditions of the tender may be seen on the website of Delhi Urban Shelter Improvement Board at delhishelter.nic.in.


Director (AM)

Ph. 011-23378571

Not to be Published: - Deputy Director (PR) with the request to get NIT Published in four leading Newspapers, two in English namely Times of India and Hindustan Times and two in Hindi namely Hindustan & Nav Bharat Times latest by 05.05.2013.

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DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT OF DELHI

TENDER FORM

Sealed Tenders are invited by the Director (AM), DUSIB, Room No. 10, PunarwasBhawan, I.P. Estate, New Delhi-110002 up to 20.05.2013 as per schedule given below from eligible Adult Individual/Firm/Company/ Registered Society/Registered Co-operative Society who is registered with DUSIB, MCD and other Government Organization as contractor to participate in the tender for allotment of parking site at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi for a period of 02 (two) years w.e.f 01.06.2013 for temporary utilisation for the purpose of organising the parking at their own level as per the prescribed Terms & Conditions for allotment of the above noted site.

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Name of work: Allotment of Parking Site at West District Centre, Shivaji Place, Raja Garden through open tender for use by public.

(A) Details of Reserve Price of Parking Site.

1. Parking Site (area/location as per site plan attached) Rs. 72,00,000/- per annum

2. Particulars of Tenderer:-

1. Name (In block letters) _____
2. Name of Father/ Husband _____
3. Age _____

4. Full address (Residential) _____

5. Full address (Occupational) : _____

3. Bid Amount _____ in figure _____

1) Amount of Earnest Money deposited @ monthly license fee fixed for the site by the Department (In figure): Rs. _____ through Draft No. _____ dated _____ drawn on Bank _____

2) The quoted tender bid amount shall be valid for a period of three months from the date of opening of the tender.

I / We, the undersigned being the tenderer as mentioned above, hereby apply for the allotment of parking site at West Delhi District Centre, Raja Garden in accordance with the terms & conditions of the allotment through tender and hereby unequivocally accept the same. I / we have inspected the parking site for which the tender is being submitted.

I/ we shall peacefully vacate the said parking site as and when called upon by DUSIB to do so without demur/objection.

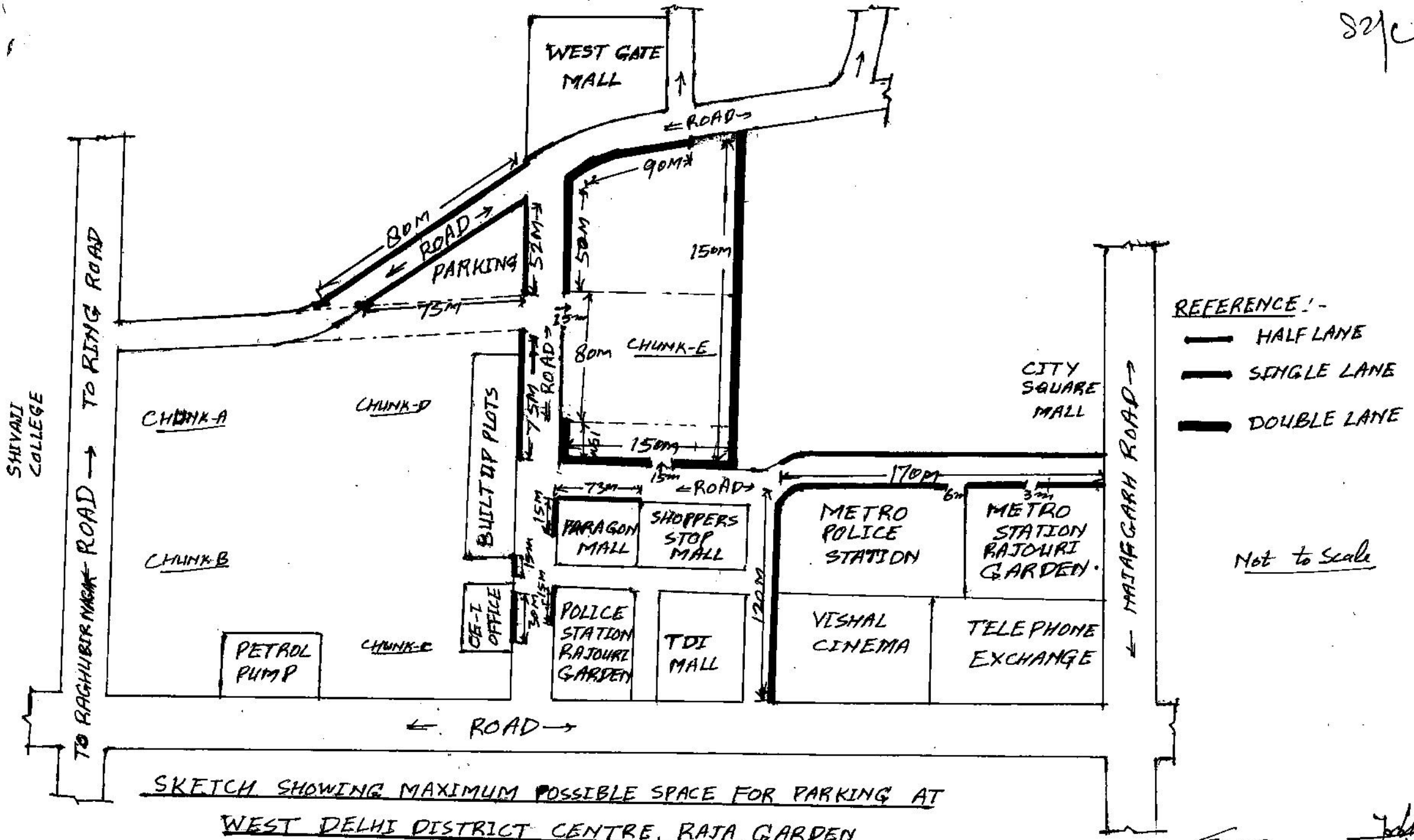
Date: _____

Place: _____

Signature of Tenderer

AT WEST DELHI DISTRICT CENTRE, SHIVAJI PLACE, RAJA GARDEN SITE PLAN FOR PARKING

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SKETCH SHOWING MAXIMUM POSSIBLE SPACE FOR PARKING AT
 WEST DELHI DISTRICT CENTRE, RAJA GARDEN

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**DELHI URBAN SHELTER IMPROVEMENT BOARD
RENUMERATIVE PROJECT CELL
Vikas Kuteer I. P. Estate
New Delhi-110002**

**(TERMS & CONDITIONS FOR ALLOTMENT OF DUSIB AUTHORISED
PARKING SITE
ON LICENCE FEE BASIS TO BE APPLICABLE FOR THE FULL
TERM CONTRACT AWARDED THROUGH NOTICE INVITING TENDER (NIT))**

1. Eligibility for participation in the tender: -

- (a) Any adult individual/ Firm/ Company/ Registered Society/ Registered Co-operative Society, who is registered with DUSIB, MCD and other Govt. organisation as contractor shall be eligible to participate in the tender.**
- (b) Any individual/Firm/Company/Registered Society/Registered Co-operative Society/whose contract has been cancelled in the past or any of its Partner/Proprietor/ Director/Member who have been blacklisted for breach of terms and conditions of the agreement shall not be eligible for offering tenders, even if the Individual/ Firm/ Company/Registered Society/ Registered Co-operative Society subsequently changes the character /style/ nomenclature/composition of the tenderer. The tendering Individual/ Firm / Company/Registered Society/Registered Co-operative Society shall be required to furnish an undertaking to this effect alongwith tender form.**
- (c) A party who is liable to be disqualified or ineligible to participate in the tender according to the aforesaid conditions, shall not be expected to offer the tender in the name of its associate concern/ subsidiaries/principals/ front. The C.E.O./Authorised Officer on his behalf may declare such tender disqualified on this ground, if he is of the opinion that the said tenderer is acting in collusion with for the benefit of any other party, who would have been disqualified to participate in tender on its own.**

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2. Documents To Be Submitted With Tender Form

Tenderer will have to submit permanent Income-Tax Account Number (PAN) alongwith photocopy of the Pan Card issued by Income Tax Department, photocopy of registration certificate issued by DUSIB/MCD or other Govt. organisation and two copies of recent passport size photographs of the person signing the application form and Aadhar /Voter ID card and Bank Account details. Tender form not accompanied by these documents will be rejected outright.

3. Duration of contract: -

The contract will be for a period of two years with effect from the date of handing over the site to the licensee. The contract can be extended for further period of one year by the C.E.O, DUSIB, at his sole discretion with 20% enhancement, whose decision shall be final and binding upon the tenderer.

4. Earnest Money: -

The tenderer shall have to deposit in advance an amount equal to minimum monthly license fee fixed for the site as Earnest Money through Bank Draft along with tender form. Tender submitted without Earnest money will be rejected summarily. The Earnest Money will be forfeited in case the tenderer does not accept the offer of allotment from the Department within 7 days of issue of offer letter. License fee will be payable by the licensee from the date of handing over the site by E.E. concerned to the Licensee/Contractor.

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5. Responsibility of tenderer before offering bid.

(a) The tenderer shall inspect the parking site which will be given on 'as is where is basis' and may obtain necessary clarification, if any, regarding the same to satisfy himself / herself before offering bid for the same.

(b) The tenderer should bid the amount by considering its entire potential to attract full customers. DUSIB will not be responsible for any decline in the potential of the customers at the parking site for any extraneous/unforeseen reason(s), whatsoever. Any claim for remission on the basis of harm to business interest on any extraneous/unforeseen conditions/ reasons, whatsoever, shall be summarily rejected by the DUSIB without any correspondence to the licensee and the licensee shall not be entitled to make any claim/ remission on that account.

6. Advertisement Boards/Kiosks may be allowed by DUSIB.

DUSIB shall reserve the right of putting up advertisements on the boundary or within the parking site either for itself, or through authorised advertiser or any other agency. DUSIB shall also reserve the right to auction such number of kiosks/ tea stalls/ other stalls etc. as may be considered appropriate in specific well demarcated areas within or along the boundary of the parking site separately.

7. Payment of Security Deposit and Licence fee.

Every successful tenderer shall deposit, in the first year, an amount equal to 03 months Licence fee as (25% of the total bid amount of one year) as security and License Fee of total one year period of contract by opting any of the following options within 3 days of acceptance of the offer: -

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- (i) To deposit three months' quoted and approved licence fee as security and one month of advance licence fee in the shape of Bank Draft in favour of Delhi Urban Shelter Improvement Board besides 11 post-dated cheques as licence fee for remaining 11 months starting from the 2nd to 12th month of contract of allotment of parking site. All these payments are to be made from the corresponding Bank account of the concerned Firm/ Individual/Company whose details have been furnished to the department.

Or

- (ii) To deposit three months offered and approved licence fee of the parking site as security with one month's advance licence fee and the remaining amount equivalent to 11 month's licence fee in lump-sum on which a rebate of 4.5% shall be allowed. This amount can be deposited through a bank draft in favour of Delhi Urban Shelter Improvement Board.

On renewal of the contract after every year, from first to second year, the contractor/ licensee shall have to deposit 12 post-dated cheques of enhanced licence fee for 12 months of the relevant years. In case of lump sum payment of complete licence fee for a year, a rebate of 4.5% shall be allowed.

The security deposit amount shall not be adjusted against the payment of monthly licence fee in any case and shall be refunded/adjusted only after the successful completion of the contract. The security deposit will not carry any interest in any circumstances.

The cheques for recovering payments of monthly license fee shall be sent for clearing on the 10th day of every month. In the event of dishonouring of cheques due to the reasons attributable to the Licensee/Contractor, the contract shall be deemed to have been automatically terminated, security/ earnest money will be forfeited and the licensee shall be liable

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to pay the damages charges @ double the monthly license fee for the unauthorised occupation.

8. Acceptance of tender/ bid :-

(a) The Officer Opening the Tenders may without assigning any reason cancel the tender. The validity of the offer shall be 30 (thirty) days and the same cannot be withdrawn by the tenderer before the expiry of validity period, otherwise Earnest Money shall be forfeited and the contractor shall be blacklisted for further tenders, besides other actions being taken against him.

(b) The offer / bid made by the tenderer shall be subject to acceptance by C.E.O, DUSIB or any other Officer authorised by him. Earnest Money in respect of unsuccessful tenderer will be refunded/ returned without any interest, unless the same is forfeited for some other reasons.

9. Agreement to be Executed: -

The licensee shall have to execute an agreement with the licensor, in the format to be supplied by the licensor, on a non-judicial stamp paper of Rs. 100/- duly attested by 1st Class Magistrate/Notary public or Oath Commissioner to be purchased and provided by the licensee within 03 days of acceptance of the offer, failing which the earnest money and the security deposit shall be forfeited and licence shall be deemed to have been cancelled.

10. Parking details:-

(a) DUSIB will supply a map of the space allowed for the parking of cars/scooters/ motor cycles to the Licensee for parking space strictly in compliance according to the map. This map shall be

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signed by the E.E. concerned and by the licensee himself also at the time of handing/ taking over the site. Use of parking site will be strictly as per terms of NIT and no vehicle other than permissible shall be allowed to be parked in the licensed parking site. The space allotted, as per map, will be allowed on road side parking sites from the road berm.

(b) The licensee shall make arrangements for illumination and signage's on the site as per approved design to be supplied by the DUSIB and shall clearly demarcate the parking zone of vehicles per unit for the convenience of general public within 15 days from taking over the site and shall not allow parking on more than the permissible space, failing which, a fine of Rs. 500/- per day per violation shall be imposed upon the licensee and the contract may also be liable for termination.

11. Timings:-

The parking shall remain open round the clock and the licensee shall allow parking of vehicles at all-time except due to an extraneous reasons or non-availability of parking space. However, the rates for parking shall be charged as per rates structure given in the terms & condition hereunder.

12. Rates :-

The Licensee shall be required to ensure that the following parking charges/ fee for various categories of vehicles shall be charged during the period of contract:-

Type of Vehicles	Rates	Duration
Car	Rs.20/-	Upto 02 hours and Rs.10/- for every extra hour for a maximum upto a total of 06 hours only
	Rs.100/-	Beyond 06 hours upto 24 hours.
Scooter / Motor Cycle	Rs.10/-	Upto 02 hours and Rs.10/- for every extra hour for a maximum upto a total of 06 hours only

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	Rs.70/-	Beyond 06 hours upto 24 hours.
Tempo/Goods vehicles	Rs.50/-	Upto 02 hours and Rs.20/- per hour upto 24 hours.

13. Important Instructions :-

- (a) The Licensee shall be required to procure hand-held machine/ computer for utilizations at the parking sites to ensure the proper and undisputed monitoring of the duration of time of the vehicle parked for charging the parking fee from the owners of vehicles.
- (b) Official vehicles of DUSIB/Govt. of NCTD and Govt. of India, MPs, MLAs shall be allowed free parking.
- (c) The licensee shall charge the parking charges only in conformity with the prescribed rates. The licensee shall maintain the accounts of the parking fee being charged for parking the vehicles and produce the same on demand by the licensor.
- (d) DUSIB reserves the right of revising the parking charges during the currency of the contract. In case of revision in parking charges, the licence fee paid by the contractor shall stand revised in the same proportion for the remaining period.

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14. Sign Board:

The licensee shall display an illuminated sign board (size 6'x4') at the entrance and exit points of the parking site showing prominently there upon the following details and the map of the parking site :-

AUTHORISED DUSIB PARKING

1. Name of the contractor with Regn. No.
2. Address & Tel. No.
3. Name of the worker / employee
4. Licence No. & Date
5. Area Police Station with Tel No.....
6. Period of Contract From.....To.....
7. Parking charges
8. Complaint Register available at

NB: -

1. In case of any difficulty/problem/complaint, please contact the Area Police Station and Deputy Director (RP Cell) DUSIB, Vikas Kuteer, I. P. Estate, New Delhi.
2. Complaint Register available with the Contractor/ Licensee and Deputy Director (RP Cell).
- (a) The Licensee shall be responsible for providing proper sanitation, cleanliness, lighting, water logging and prevention of encroachment at parking site;
- (b) The licensee shall not vend an article or allow an unauthorised vendor at the parking site. The licensee shall not permit washing / service /repair work of vehicles or nuisance of any kind, whatsoever, inside the parking site otherwise apart from the legal action of removal/demolition of such encroachment, or fine of Rs. 20,000/- per violation per day shall be imposed upon the licensee under relevant provisions of all Acts/Orders/Notifications etc as applicable, However, in such cases where vends/ stalls /kiosks are already in existence at the parking site, due to allotment by the R. P. Cell/ Zone or under court orders/ directions, the licensee shall ensure the position, location and number of such vends/

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stalls/ kiosks at the time of taking over possession and confirm his acceptance/acknowledgement in writing to this effect. It will be the responsibility of the licensee not to allow unauthorised encroachment in the parking site during the currency of his/her contract otherwise the cost of demolishing such structure or for lawful eviction shall be charged from the licensee. DUSIB will be at liberty to remove encroachments inside/ around the parking site without notice. Licensee shall keep the parking site clean and tidy.

- (c) The licensee shall not construct any temporary/ permanent structure, moveable or immovable otherwise he will be liable to be prosecuted. The structure so constructed shall be liable to be demolished at the risk and cost of the licensee without notice. Besides, penalty / damage charges, as may be fined by the licensor, shall be imposed upon the licensee as per Act.

15. Duties of the licensee to deploy the employees for managing/operating the parking site. No subletting allowed:

- (a) The licensee shall manage the parking of vehicles, security of the site, cleanliness, computerisation, wherever done, either himself or through his employees. Such employees of the contractor will be in uniform while on duty and will also have identification badges on them. He /she shall not sublet or allow any other person(s) to run the parking site on his/her behalf. The licensee, in order to ensure civilized behaviour from his employees toward the general public, shall impart necessary training on public relation and human behaviour to his employees and will be responsible for their misconduct. The licensee shall not employ any minor/ bad character person with past or present criminal record, and shall arrange for the character antecedents, verification report in respect of each of his employees at his own cost, from the police authorities under proper intimation to licensor.

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- (b) The Licensee shall comply with the directions of local Police authorities as given from time to time.

16. Complaint register to be maintained by the Licensee

The licensee shall maintain a complaint register, duly paged, at site and shall make it available to the vehicle owners to note down their complaints. The licensor will have the right to check the complaint book as and when required. The complaint register will be kept properly and place of its availability shall be mentioned on the sign board.

17. Parking Slips:

The parking slips will display the details of location of Authorised Parking Site, name and address of the Contractor alongwith registration No. and the period of validity of contract on the slip. The records of the computerized slips shall be maintained by the Contractor and the licensor shall have the right to demand / check this record at any time and the contractor shall be bound to furnish the same within the given time frame.

18. Licensee shall be responsible for damage/ loss to vehicles / accessories during parking of vehicles.

- (a) The licensee shall be liable and responsible for any theft of vehicle/accessories and damages/ losses caused to the vehicle during its parking at the site. DUSIB will not be responsible or liable on any account for the same and DUSIB will not be made a party to any such proceeding. Licensee shall mandatorily have a consolidated insurance cover for cycle/scooter/motorcycle/car etc. against loss, theft or damages etc. due to theft, riots, fire and or other natural accidents. Licensee shall pay the premium thereon regularly to Insurance Company and submit receipt to the D.D. (R.P.Cell) along with the Xerox copy of such Insurance policy Premium receipt for verification within one month of allotment of

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contract. Licensee will make good the losses due to theft, fire damages etc. to the owner of the vehicles. License will get the Insurance Policy renewed from time to time during the contract period, failing which his contract will liable to be cancelled /terminated.

- (b) The licensee shall be liable and responsible for any loss of life and physical harm to the public on account of negligence on the part of licensee in maintaining the site properly.
- (c) The licensee shall not cause any damage to the DUSIB property either by himself or through his employees or general public. The licensee shall repair immediately, at his own cost, the damages that may have been (if any) caused to the parking wall/ boundary/gate/advertisements etc. as a result of negligence during the parking of vehicles. The decision of C.E.O, DUSIB will be final and binding upon the licensee with regard to liability and quantum of damages to be paid by him.
- (d) The licensee shall be liable and responsible for any loss/ damage caused in the parking or arising out of the parking sites and he shall indemnify and keep indemnified the DUSIB in respect of the losses or damages or expenses of litigation that DUSIB may have to incur in connection with the parking sites. An indemnity certificate will also be submitted to RP Cell within one month of allotment of the contract.

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19. Wooden Khoka for use by Licensee

Demarcation of Site

Safety of Vehicles

A wooden khokha of dimension not exceeding 10' x 8' shall be allowed to be constructed by the Licensee at his own cost. He can remove the same after the expiry of the contract period and shall have no claim, whatsoever after that. The licensee shall provide parking slots either by putting white lines on the ground. The licensee shall ensure safety of the vehicle. The licensee shall not allow parking of vehicles without parking slip. The licensee shall ensure that the site is used in such a way that, it does not obstruct the very passage of the vehicles parked there, only the permissible number of rows should be allowed for parking as per site map. Arrangement of lighting at the parking site will be the responsibility of the licensee.

20. Licensee to hand over possession, if so required by the licensor.

- (a) In case the site is required by the DUSIB i.e. Licensor for its own or public purposes, the Licensee shall have to hand over the vacant possession of the site at once. However, proportionate amount of licence fee for the period of such disuse would be refundable to him. In case the site is required for any particular period for the above purpose or the parking site remains closed on account of reasons beyond his control during the period of contract, a proportionate amount of licence fee for the vacant period may be refunded to him, as per rules, if due or applicable.
- (b) DUSIB reserves the right to revise the area and change the site of parking stand in the vicinity during the currency of the contract. In case of revision of size of parking area during the currency of the contract the licence fee will stand revised in the same proportion for the remaining period of the contract.
- (c) The licensee shall not interfere with the work of construction by the licensor of any drain, pipe or cable etc. and shall repair at his own

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cost damage which may be caused to such works to the entire satisfaction of the licensor.

(d) On the expiry of the period of contract, the licensee shall hand over the vacant and peaceful possession of the parking site to the DUSIB.

21. Determination of License.

At the determination of the agreement for whatever cause, the licensee shall restore the land in the condition in which it stood immediately before the licensee took it over and shall peacefully hand over the possession of the said site to the licensor.

22. Licensee to intimate change of address.

The licensee shall keep the licensor informed of the change in his address, change in institution etc. otherwise a communication sent at the address given to the Department shall be deemed to have been received by the licensee. The intimation of change of address shall also be given separately to R.P. Cell for necessary amendments in the registration certificate.

23. Entry in parking lot by the licensor

The licensor will be entitled to enter the parking site any time for checking purposes.

24. No tenancy rights / title/ interest:

(a) This is a licence for a limited period only and it shall not contain tenancy rights enjoyable by the contractor/ licensee.

(b) The land under site shall always remain the property of the licensor and the licensee shall not claim any right/ title or interest or any right or any nature of easement in relation to or in respect thereto.

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25. Penalty clause:

In the event of violation of any conditions, apart from cancellation of licensee, the licensee shall be liable to pay penalty of Rs.20,000/- (Rupees twenty thousand only) for violation per day. If at any point of time, the amount of penalty imposed accumulates up to Rs. 1, 00,000/- (Rupees one lakh only) and the Licensee fails to deposit, it within fifteen days of the date on which the amount exceeds Rs. 1, 00,000/- (Rupees one lakh only), then action shall be initiated as per the provisions mentioned at clause 26 & 27 of the Terms and Conditions.

26. Breach of contract:

The licensor shall have the right to terminate the licence and forfeit the security amount, if the licensee commits any breach of any of the terms and conditions and instructions of this licence. In case the licensee wishes to get the licence renewed, the licensor may at his sole discretion, renew the licence for the remaining period, subject to the licensee paying a sum / amount equal to 10% (ten percent only) of the total bid amount as restoration charges along with the licence fee for the intervening period.

27. Blacklisting and cancellation of registration:

The licensee, if at any time found indulging in over charging / cheating or engaged in any kind of malpractices including default in payment of license fee regularly, shall be liable to be blacklisted in which case his security amount / earnest money deposit will be forfeited and registration of parking of Contractor shall be cancelled.

28. Duties of licensee during any repair work undertaken by the licensor

The licensee shall hand over the vacant and peaceful possession of the parking site to the Licensor immediately as and when asked for any work to be undertaken by the licensors directly or indirectly through some Agency.

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29. Arbitration

- (a) Any controversy or disputes arising out of this contract allotted to the licensee shall be referred to the sole arbitration of the C.E.O or an Officer nominated by him in this behalf. There shall be no bar on reference of disputes to the arbitrator or such an officer as so nominated by the C.E.O, even though the said Officer is an employee of the DUSIB or might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred is transferred or resigns or vacates his office or is unable to act for any reason, whatsoever, then C.E.O, DUSIB shall be competent to appoint another person as arbitrator who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor? No person other than the one nominated by the C.E.O, DUSIB shall act as arbitrator. The decision of the arbitrator appointed shall be final and acceptable to the parties. The limitation for filing claim for arbitration is 90 days from the expiry of the contract period and in case, no claim is filed within this period, it shall be presumed that there is no claim.
- (b) Subject to above, the provisions of the Arbitration and Reconciliation Act, 1996 or a statutory modification or enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.
- (c) The party invoking the arbitration clause shall specify the disputes to be referred to arbitration under this agreement together with the amount or amounts claimed in respect of each such disputes / claims.
- (d) The arbitrator shall publish the award amount within reasonable time.

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30. Surrender

- (a) In the event of surrender of parking contract by the licensee, the right of acceptance of rejection solely rests with the licensor.
- (b) In the case of surrender of the contract the licensee shall have to give atleast 90 days' notice, but not before the lapse of one year of start of contract, so as to enable the licensor to examine the notice to take decision and to make alternative arrangement for the running of parking site for the safeguard of revenue.
- (c) In case of surrender/ cancellation of any tender for any reason, it shall also be open to C.E.O./ any Officer authorized by him to negotiate with the highest bidder and if he is not available, 2nd highest bidder/ other bidder in order of their bid amounts / any other parties in the interest of revenue of the DUSIB.
- (d) In case of surrender, the security deposit amount shall not be adjusted against the license fee of remaining months and shall be forfeited.
- (e) The licensee/ contractor, who has surrendered the site, shall not be eligible to participate in the tender process of the same site.

31. Undertaking / Affidavit

The Licensee shall submit an Affidavit/Undertaking declaring therein that the statement made by him and all the facts stated in connection with the tender and documents submitted in this behalf are true and correct to the best of his knowledge and nothing has been concealed therefrom.

32. Jurisdiction Disputes

All disputes shall be under the jurisdiction of Delhi Courts only.

33. Payment of Taxes

The Licensee shall pay the Income Tax, Service Tax etc. alongwith other taxes as applicable and levied by the Government, Local Bodies etc. alongwith surcharge and education cess in a timely manner and DUSIB shall not be responsible in any manner, whatsoever, for any default in payment of taxes by the Licensee.

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Director (AM)