

Delhi Urban Shelter Improvement Board
Govt. of NCT of Delhi
Vikas Kutir, I.P Estate, New Delhi – 110002

No. AD(RP)/DUSIB/2021/D-3/6

Dated: 03/01/22

Sub:- Advertisement for publishing in Newspaper.

Please arrange to get the attached advertising material to be published in "The Hindustan Times" & "The Time of India (in English) and Nav Bharat Time' & Jansatta (in Hindi) by 10.01.2022. The copy of sanction of the CEO, DUSIB is enclosed.

Encl. As above.

03/01/22

Assistant Director (RP)

Director (PR) DUSIB

Copy to:-

1. Director (RP) for kind information please.
- ✓ 2. Deputy Director (system) with the request to upload the copy in NIT, Terms & Condition and other documents on the DUSIB website on 10.01.2022.
3. M/s ITI Ltd. to upload the copy in NIT, Terms & Condition and other documents on the e-auction website www.tenderwizard.com/DUSIB on 10.01.2022
4. Office copy.

Copy no. 2
Date 03/01/2022
Computer Division (DUSIB)
Govt. of NCT of Delhi

for n.c.p.s.
04.01.2022

Sl. Deshpande - Pray

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**GOVT. OF NCT OF DELHI
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL**

**DOCUMENTS FOR E-AUCTION
OF
VACANT LAND ON TEMPORARY BASIS FOR THE PURPOSE OF
OPERATING
AUTHORIZED PARKING SITES
ON LICENSE FEE BASIS AT
VARIOUS LOCATIONS IN DELHI**

(02 years from the date of taken over the possession)

**(complete offer document is available on e-auction website
www.tenderwizard.com/DUSIB and DUSIB website
www.delhishelter.nic.in corrigendum, if any, shall only be
available on above websites.)**

GOVT. OF NCT OF DELHI
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL

Schedule of Bidding Process

The DUSIB invites online e-auction for allotment of vacant land for operating the authorized parking site on temporary basis as per terms & conditions prescribed in the separate agreement for a period of two years from the date of taken over the possession for aforesaid different purposes.

Date of publish	10.01.2022 (Monday)	
Last date and time of submission of Technical Proposal along with online EMD	24.01.2022 (Monday)	Upto 6:00 PM.
Date of declaration of qualified bidders (eligible bidder whose technical proposals are found in order)	Will be intimated later on	
Date of online bidding under this e-auction (only among the qualified bidders)	07.02.2022 (Tuesday)	From 10:00 AM to 1:00 PM
Help desk /information on e-auction at Unit No. 202-203, IInd floor, HB Town Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034, Phone No. 011-49424365, Mob. 8799753411.	10.01.2022 (Monday) onward	

Any changes in above schedule will be notified only on DUSIB website www.delhishelter.nic.in and e-auction website www.tenderwizard.com/DUSIB.

**DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL**

**VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002**

(RESERVE PRICE AND AMOUNT OF EARNEST MONEY (EMD) TO BE DEPOSITED BY THE INTENDING BIDDER AT THE TIME OF SUBMISSION OF THE TECHNICAL BIDS)

The following sites at 08 different locations are available for two years from the date of taken over the possession for operating authorized parking sites. The reserve price of each site is specified as below with the stipulation that the bid amount shall be enhanced automatically @ 10% of the bid amount after the completion of the first year:-

Sr.No.	Location of site	Area of land	Proposed reserve price (in Rs.) per annum	EMD (In Rs.)
1.	Near A-2/126, Nand Nagri in ward no 243, Shahdara North Zone	3300	20,19,600/-	5,04,900/-
2.	Near A-3/500, Nand Nagri in Ward no-243, Shahdara North Zone	1400	13,77,600/-	3,44,400/-
3.	Open land at A-Block, Khyala Near Post Office	1824.68	15,98,424/-	3,99,606/-
4.	Near Imam Bara,M-Block, Sunder Nagri	1400	18,48,000/-	4,62,000/-
5.	Land at Srinwiaspuri near Dhobhi Ghat	736.50	8,66,124/-	2,16,531/-
6.	Vacant land near Sanatan Dharm Temple, Tilak Nagar (Commercial)	2910	50,98,320/-	12,74,580/-
7.	Near K-Block, Sunder Nagri, Staff qtr in W.No. 244, Shahdra, North Zone	1350	11,82,600/-	2,95,650/-
8.	D-Block, Gokul Puri, Ward No. 262, Shahdara North Zone (Main Wazirabad Road)	590.45	5,31,408/-	1,32,852/-

Note:- The Successful bidder would be required to pay GST as applicable at the prescribed rate apart from monthly license fee, at their own level.

Terms and conditions for operating authorized parking sites are as under:-

1. Eligibility for participation in the e-auction: -

- (a) The bidder must be citizen of India.
- (b) Any adult individual/ Firm/ Company/ Registered Society/ Registered Co-operative Society, who is already working with DUSIB and/or registered with MCD and/or other Govt. organization as contractor or having at least one year of experience for running the parking site in any Govt. Department/organization shall be eligible to participate in the e-auction.
- (c) 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 e-auctions, even if the Individual/ Firm/ Company/Registered Society/ Registered Co-operative Society subsequently changes the character /style/nomenclature/composition of the e-auctioner. The e-auctioning Individual/ Firm / Company/Registered Society/Registered Co-operative Society shall be required to furnish an undertaking to this effect alongwith e-auction form in Appendix-1.
- (d) No criminal or moral turpitude case is pending against the intending bidder/firm or proprietor or any partner or Director or firm/company.
- (e) A party who is liable to be disqualified or ineligible to participate in the e-auction according to the aforesaid conditions, shall not

be expected to offer the bid in the name of its associate concern/ subsidiaries/principals/ front. The C.E.O. or Authorized Officer on his behalf may declare such bid disqualified on this ground, if he is of the opinion that the said bidder is acting in collusion with for the benefit of any other party, who would have been disqualified to participate in bid on its own.

2. Bidders Responsibility

- A. The bidder may inspect the site which will be given on 'as is where is basis' and may obtain necessary clarification, if any, from Deputy Director (RP Cell), DUSIB, Vikas Kutir, I.P.Estate, New Delhi-02 (Ph-011-23378847) regarding the same to satisfy himself / herself before offering bid for the same.

- B. The bidder should bid the amount by considering entire potential of the land at prime location of Delhi. DUSIB will not be responsible for any decline in the potential of the site for any extraneous/unforeseen reason(s), whatsoever. Any claim for remission on the basis of harm/loss to business interest on account of any extraneous/unforeseen conditions/ reasons, whatsoever, shall be summarily rejected by the DUSIB, without any correspondence with the successful bidder/ licensee and the successful bidder/ licensee shall not be entitled to make any claim/ remission on that account.

3. Qualification Criteria :

- A. The bidder shall submit the following documents online on the e-auction portal.
 - (i) Bank statement of bidder/ firm for 2020-2021 giving details of Account No. and IFSC Code etc .
 - (ii) PAN card of bidder/firm/Company, issued by Income Tax Department.
 - (iii) Appendix-1 duly filled.
 - (iv) Copy of GST registration certificate of bidder/firm.
 - (v) Photo ID of proprietor in case bidder is an individual/ all authorised partners of firm/All Directors of Company.
 - (vi) Declaration regarding non blacklisting in Appendix-1.

- (vii) No criminal or moral turpitude case is pending against the intending bidder/firm or proprietor or any partner or Director of firm/company.
- (viii) Copy of registration certificate or proof regarding one year experience of operating the parking site in DUSIB/MCD or any other government department.

If any of the documents mentioned above is not submitted /uploaded by the bidder on E-auction portal, then the bid shall be summarily rejected and shall not be considered for the purpose of financial evaluation.

B. Facilitation /Auction processing charges will be paid by the successful bidder to the e-auctioning agency engaged by DUSIB for each site at the following rates:-

Sr. No.	Particulars	Charges
1.	e- auction value from Zero to Rs. 10 crores.	0.95% of awarded value as per the final bid of auction.
2.	e-auction value from more than 10 crores to 25 crore	0.90% of awarded value as per the final bid of auction. Min Cap- Rs. 10,00,000/- Max Cap- Rs. 20,00,000/-

NOTE:- Above mentioned payment is to be made through online mode within 07 days of award of the work, failing which no possession of the site will be handed over to the successful bidder.

4. Deposition of EMD amount:

Every bidder is required to make payment of EMD online through e-auction portal (amount mentioned against each site separately). Only registered bidder who are eligible and have paid EMD online, will be able to participate in the e-auction. Bidder shall have to bid in separate e-auction document & shall have to deposit the amount as per detail in Appendix -1 as Earnest Money through online e-auction portal.

5. The Earnest Money will be forfeited on account of one or more of the following reasons:-

- (i) Bidder does not submit the require information / documents online on E-auction portal.

- (ii) Bidder withdraws the proposal during the validity period specified in E-Auction.
 - (iii) Bidder does not deposit the security deposit or does not respond to the offer of DUSIB after selection as successful bidder.
6. One person/party may bid for more than one parking with separate earnest money for each site with e-auction documents.
 7. The bidder has to download e-auction documents from the DUSIB website www.delhishelter.nic.in. or e-auction website www.tenderwizard.com/DUSIB.
 8. The Intending bidder shall ensure the following before participating in e-auction.
 - a) The Intending bidder have to get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DUSIB by making online payment for Rs. 2000 +GST . Help is provided to the prospective bidders for registration at tenderwizard Help Desk- Unit No. 202-203, IInd floor, HB-Twin Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034, Phone No. 011-49424365, Mob. 8799753411.
 - b) The Intending bidder must have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to intending bidders for procuring digital signatures at the help desks mentioned at (a) above.
 - c) The Intending bidder shall safely keep their User ID as well as password, which will be issued by the online e-auction portal upon registration, and which is necessary for e-bidding.
 - d) The Intending bidder shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
 - e) The Intending bidders are advised to change the password immediately on receipt from the e-auctioning portal.

Online Bids:

9. The bidders are required to quote the amount (Two years licence fee) with reference to the parking put on e-auction, over and above the reserve price mentioned in the Appendix-1.

10. E-auction will start and end as per schedule of bidding process as follows:

Date of publish	10.01.2022 (Monday)	
Last date and time of submission of Technical Proposal along with online EMD	24.01.2022 (Monday)	Upto 6:00 PM.
Date of declaration of qualified bidders (eligible bidder whose technical proposals are found in order)	Will be intimated later on	
Date of online bidding under this e-auction (only among the qualified bidders)	07.02.2022 (Tuesday)	From 10:00 AM to 1:00 PM
Help desk /information on e-auction at Unit No. 202-203, IInd floor, HB Town Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034, Phone No. 011-49424365, Mob. 8799753411.	10.01.2022 (Monday) onward	

11. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 5,000/- (minimum increment value) or multiple thereof with a maximum increment of Rs.50,000/-.

12. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.

Time extension for bidding:

13. If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the-auction sale will be automatically closed at the expiry of the extended five minutes and the highest bidder will become HI bidder.

Validity of bid:

14. The Validity of rates is 120 days from the date of e-bidding.

Amendment of E-auction documents:-

15. At any time prior to the proposal due date, DUSIB may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-auction document. Any modification thus issued will be informed to all the prospective bidders by notifying on DUSIB website as well as e-auction website. Such modification will be binding upon all bidders participating in e-auction process.

Confidentiality:-

16. Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DUSIB will treat all information submitted as part of proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

Rights to accept or reject bid:-

17. CEO, DUSIB reserves the right to accept or reject any or all of the proposals /e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of project, without liability or any obligation for such acceptance, rejection or annulment.

Rejection of Bids:

18. DUSIB reserves the right to reject any /all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DUSIB may at its sole discretion and at any time during the evolution of proposal disqualify any Bidder, if the Bidder has:

- (i) Made misleading or false information in the e-auction process or made documents in support of mandatory criteria.

- (ii) Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any documents as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-auction shall not be considered.
- (iii) Failed to provide clarifications related thereto, if sought.
- (IV) Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use of confidential information by any bidder related to the process may result in rejection of their bid.
- (v) Any superfluous documents/document not related to the mandatory criteria may result in summary rejection of bid. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the E-auction documents and not any other work.
- (vi) Any bidder found indulging in malicious campaign or disinformation campaign against any official of the DUSIB or any other bidders either directly or through third parties shall be considered ineligible and liable for legal actions as per law. Such bidder may also be blacklisted by the DUSIB.

Agreement:-

19. The agreement shall be executed between DUSIB referred to be as First party and the successful bidder referred to be as Second party ten days of issue of acceptance letter. After execution of agreement between DUSIB and successful bidder and deposit of the security amount, the parking will be handed over by Executive Engineer concerned to the successful bidder/second party on production of receipt/challan in support of payment of bid amount for the first month.

20. Payment of Security Deposit and Licence fee.

The earnest money of the successful bidder already deposited through online e-auction portal shall be refunded (without interest) after deposit of 25% of the bid amount in the form of Demand Draft/Bank Guarantee /FDR /RTGS as Security Amount within 10 days from issue of acceptance

letter alongwith agreement entered into. The validity period of security deposit must be 60 days beyond the closing day of agreement and shall be refunded without interest to the successful bidder (i.e. Second party) after expiry of the period of agreement and handing over of the physical possession of the parking site to DUSIB. In the event of non- handing over of parking by the successful bidder to DUSIB due to any reason even after 07 (seven) days of the expiry of the agreement, the double of the proportionate bid amount of respective parking site of each delayed day shall be deducted from the security deposit as damages. In the event of Non-handing over of possession of parking and removal of temporary Khokha after 07 days of the expiry of the agreement, all erected khokha shall be got removed by the DUSIB with the help of Police at the risk and cost of successful bidder and vacant possession will be taken over by the Executive Engineer concerned and the entire security deposit of the successful bidder shall stand forfeited to DUSIB, besides other action such as recovery of damages, blacklisting etc.

21. Licence fee

The License Fee of total one year period of contract shall be deposited by the successful bidder by opting any of the following options within 3 days of acceptance of the offer: -

- (i) The successful bidder shall pay security deposit as per conditions stipulated earlier 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) The successful bidder shall pay security deposit as per conditions stipulated earlier with one month's advance licence fee and the remaining amount equivalent to 11month'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.

- (iii) On expiry of 1st year, from first to second year, the contractor/ licensee shall have to deposit 12 post-dated cheques of licence fee for 12 months of the relevant next years.
- (iv) 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.
- (v) 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 to pay the damages charges @ double the monthly license fee for the unauthorised occupation. However, if the contract is not cancelled in case of dishonouring of cheques by the department in genuine circumstances, the interest @ 18% p.a. shall be charges by the department for the period of delayed payment.

22. The EMD of un-successful bidder shall be refunded after allotment of Parking without interest.

23. The contract will be for a period of two years with effect from the date of handing over the site to the licensee with the conditions that the contract amount for second year shall be automatically increased at the rate of 10% of the bid amount after the completion of first year. The contract can be extended for further period of one year by the C.E.O, DUSIB, at his sole discretion with 20% enhancement at the annual license fee of previous year (i.e. second year), , whose decision shall be final and binding upon the e-auctioner.

In the circumstances, if the department has not finalized the e-auction process upto the date of completion of contract period, the contract period can be further extended upto a maximum period of 3 months on the same terms & conditions within which the e-auction process for awarding new contract has to be completed. The old contract will come to an end from the date of executing the new contract of parking.

24. 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.

25. Parking details:-

- (a) The successful bidder shall make arrangements for illumination and signage's on the site as per site plan to be supplied by the Executive Engineer concerned 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.

26. 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.

27. 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:-

Category of Vehicle	Charges every 4 (four) hours* or part thereof (Rs.)	Maximum charges per day (Rs.)
Cycle	5	15
Two wheeler	10	30
Car	20	60
E-Rickshaw	10	30
Tempo/Goods vehicles	20	60

Note:- DUSIB, reserve the right to amend the parking rate to bring it in conformity with the new parking policy under finalization by Delhi Govt and may proportionately enhance the parking license fee.

28. Important Instructions :-

- (a) The successful bidder 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 successful bidder 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 or any of the prescribed terms and conditions 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.

29. Sign Board:

The successful bidder 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), DUSIB.
- (a) The successful bidder shall be responsible for providing proper sanitation, cleanliness, lighting, water logging and prevention of encroachment at parking site;
- (b) The successful bidder 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. 1,000/- 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/ 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 successful bidder 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.

30. Duties of the successful bidder to deploy the employees for managing/operating the parking site. No subletting allowed:

- (a) The successful bidder 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 successful bidder, 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 successful bidder 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 DUSIB.
- (b) The successful bidder shall comply with the directions of local Police authorities as given from time to time.

31. Complaint register to be maintained by the successful bidder

The successful bidder shall maintain a complaint register, duly paged, at site and shall make it available to the vehicle owners to note down their complaints. DUSIB 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.

32. 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.

33. Successful bidder shall be responsible for damage/ loss to vehicles / accessories during parking of vehicles.

- (a) The successful bidder 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. Successful bidder 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. Successful bidder shall pay the premium thereon regularly to Insurance Company and submit receipt to the Deputy Director (R.P.Cell) along with the Xerox copy of such Insurance policy Premium receipt for verification within one month of allotment of contract. Successful bidder will make good the losses due to theft, fire damages etc. to the owner of the vehicles. Successful bidder 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 successful bidder shall be liable and responsible for any loss of life and physical harm to the public and payment of compensation/ damages on account of negligence on the part of licensee in maintaining the site properly.
- (c) The successful bidder shall not cause any damage to the DUSIB property either by himself or through his employees or general public. The successful bidder 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 successful bidder 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.

34. Wooden Khoka for use by Successful bidder, Demarcation of Site and safety of Vehicles

A wooden khokha of dimension not exceeding 10' x 8' shall be allowed to be constructed by the successful bidder 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 successful bidder shall provide parking slots either by putting white lines on the ground. The successful bidder shall ensure safety of the vehicle. The successful bidder shall not allow parking of vehicles without parking slip. The successful bidder 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 successful bidder.

35. Successful bidder to hand over possession, if so required by the licensor.

- (a) In case the site is required by the DUSIB for its own or public purposes, then the successful bidder shall hand over the vacant possession of the site to DUSIB officials at once. However, proportionate amount of licence fee for the period of such disuse would be refunded to him.
- (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 successful bidder shall not interfere with the work of construction by the DUSIB of any drain, pipe or cable etc. and shall repair at his own cost damage which may be caused to such works to the entire satisfaction of the DUSIB.
- (d) On the expiry of the period of contract, the successful bidder shall hand over the vacant and peaceful possession of the parking site to the DUSIB.

36. Determination of License.

At the determination of the agreement for whatever cause, the successful bidder shall restore the land at the same 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 DUSIB.

37. Successful bidder to intimate change of address.

The successful bidder shall keep the DUSIB 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 successful bidder. The intimation of change of address shall also be given separately to R.P. Cell for necessary amendments in the registration certificate.

38. Entry in parking lot by the licensor

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

39. 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/ successful bidder.

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

40. Penalty clause:

In the event of violation of any conditions, apart from cancellation of contract, the successful bidder shall be liable to pay penalty of Rs.1,000/- (Rupees one thousand only) for violation per day. If at any point of time, the amount of penalty imposed accumulates up to Rs. 5,000/- (Rupees Five thousand only) and the successful bidder fails to deposit, it within fifteen days of the date on which the amount exceeds Rs. 5,000/- (Rupees Five thousand only), then action shall be initiated as per the provisions mentioned at clause 42 & 49 of the Terms and Conditions.

41. Breach of contract:

The DUSIB shall have the right to terminate the licence and forfeit the security amount, if the successful bidder commits any breach of any of the terms and conditions and instructions of this licence. In case the successful bidder wishes to get the licence renewed, the DUSIB 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.

42. Blacklisting and cancellation of registration:

The successful bidder, 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.

43. Duties of licensee during any repair work undertaken by the DUSIB

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

44. Surrender

- (a) In the event of surrender of parking contract by the successful bidder, the right of acceptance or rejection solely rests with the DUSIB.
- (b) In the case of surrender of the contract the successful bidder shall have to give at least 90 days' notice, but not before the lapse of one year of start of contract, so as to enable the DUSIB 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 e-auction 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 successful bidder / contractor, who has surrendered the site, shall not be eligible to participate in the e-auction process of the same site.

45. Jurisdiction Disputes

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

46. Payment of Taxes

All taxes applicable in respect of this agreement including GST shall be payable by the successful bidder at his own level and DUSIB will not entertain any claim at any stage, whatsoever, in respect of the same. The successful bidder shall also absolutely comply with all the extant laws as applicable to the Govt. of NCT of Delhi/U.O.I. etc.

47. Charging of battery of e-Rickshaw

- a. E- Rickshaws have become an important last mile transport facility for citizens of Delhi. They use electricity as fuel instead of petrol/diesel /CNG and would need electrical charging. The parking locations are equipped with or shall be equipped with charging points by the Distribution successful bidder along with necessary wiring.

- b. Only pre-paid electricity connection can be obtained by contractor from electricity supply company of the area. Successful Parking contractor may get the

existing three phase pre-paid electricity connection transferred to his name immediately after award of the contract. E-Rickshaws may be allowed to be parked and charged from the charging points provided or to be provided. Charges for electricity shall be collected as per directions of Delhi Electricity Regulatory Commission, which shall be facilitated by Discom through pre-paid meters or other similar arrangement. Parking charges for E-Rickshaws shall be collected as per the Parking Contract.

- c. All charges pertaining to the electricity shall be borne and settled by the Contractor without any liability to DUSIB.

48. DUSIB will not be responsible for any liability /cost/extension /damages occurred by contractor on account of this tender process and/or agreement entered into & the contractor shall be wholly responsible for the same.

49. If the contractor has any outstanding dues of any kind towards DUSIB from this site or any other site or for any other reason, DUSIB shall be entitled to recover the said outstanding by adjusting security deposit or any refundable amount from this site.

50. If the bidder/contractor has earlier been allotted any parking site of DUSIB on temporary basis the contractor will upload NOC regarding no dues pending from concerned DUSIB authority while bidding, without NOC from DUSIB the bid will be summarily rejected.

51. Force Majeure:

a. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.

b. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations

under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

- c. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract.
- d. If the circumstance leading to force majeure occur, the affected party shall give a notice thereof to the other party including full particulars of the nature of the force majeure event, the affect it is likely to have on the affected parties performance of its obligation and the measures which the affected party is taking, or propose to take, to alleviate the impact of the force majeure event and restore the performance of its obligations. The obligations of the affected parties can be limited to the extend they are affected by the force majeure depending on the discretion of the DUSIB.
- e. The security deposit / performance guaranty shall not be revoked / enchased in case of force majeure situation(s) with 15 days of occurrence of force majeure.
- f. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- g. The contactor has no entitlement and the DUSIB has no liability for : (a) any costs, loses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (b) any delay costs in any way incurred by the contractor due to an event of force majeure.

Director (RP)

Format for covering letter on letter head.

Date:-.....

To,

**The Chief Executive Officer,
Delhi Urban Shelter Improvement Board,
Govt. Of NCT of Delhi
Punarwas Bhawan, I.P. Estate,
New Delhi-02.**

Ref: - E-auction for award of Parking Sites of DUSIB on license fee basis for two years from the date of taken over the possession.

Sir,

- 1. With reference to your advertisement as above for selection of an agency as per the subject above, we submit our proposal for your consideration.**
- 2. That I am citizen of India.**
- 3. I/we have read and understood the E-auction documents in respect of the Chunk offered by DUSIB and are submitting our proposal with a validity of 120 days for your kind evaluation.**
- 4. We have gone through the e-auction documents and accept all the terms and condition of the E-auction and are bound by the conditions given in the document as well as scope of work.**
- 5. We agree that my bid may be rejected without assigning any reason.**
- 6. I/we am/are not black listed by any Govt./Department /Local Authority and therefore eligible to participate in this E-Auction process.**
- 7. No criminal or moral turpitude case is pending against bidder/firm/proprietor/any partner or director.**
- 8. Relevant details of our proposal are as follows:**

Sr. No.	Particulars	Details
1.	Name of bidder/firm	
2.	Legal status (individual, Proprietorship , company, partnership firm)	
3.	Office Address/Telephone No./Fax No./Email ID/Website	
4.	Name(s) of proprietor/partners /directors along with residential addresses and mobile no. and landline no.	

Enclosures with this application (to be submitted online).

- i. Bank statement of bidder/ firm for 2020-2021.**
- ii. PAN card of bidder/firm.**
- iii. Appendix-1 duly filed.**
- iv. Copy of GST registration certificate of bidder/firm.**
- v. Photo ID of Proprietor / all partners of firm/all director of company**
- vi. Copy of registration certificate or proof regarding one year experience of operating the parking site in DUSIB/MCD or any other government department.**

I do undertake that above information as well as documents are true, correct & genuine. And I case, it is found false, incorrect or misleading my proposal may be rejected, besides other government department or private organization.

Dated this Day of 2022.

Name of the bidder.....

Signature of the authorised Person.....

Name of the authorised Person.....

Seal of the applicant/ bidder.