

Govt .of NCT of Delhi
Delhi Urban Shelter Improvement Board
Vikas Kutir, I.P.Estate, NewDelhi-110002
E-Auction Notice

DUSIB invites e-auction for allotment of open grounds designated as Chunks named as (i) Chunk-A at Shivaji Place, District Centre, Raja Garden, (ii) Chunk-B at Shivaji Place, District Centre, Raja Garden, (iii) Chunk-C at Shivaji Place, District Centre, Raja Garden, (iv) Chunk-D at Shivaji Place, District Centre, Raja Garden, (v) Chunk-E at Shivaji Place, District Centre, Raja Garden, (vi) Chunk-A, Nand Nagri near Gagan Cinema, (vii) Chunk-B, Nand Nagri near Gagan Cinema, (viii) Chunk-A, Mangol Puri Near Kala Mandir Cinema Hall, (ix) Chunk-B, Mangol Puri Near Kala Mandir Cinema Hall (x) Jahangir Puri Behind Kushal Cinema (as per list) on temporary utilization for the purpose of organizing Marriage / Social Cultural / Religious functions, Fair / Fates, Exhibition and Cultural Event as per prescribed terms and conditions of agreement for a period of two year from the date of taking over of the possession subject to enhancement of bid amount by 20% after completion of one year.

DATE OF E-AUCTION

26.04.2023 from 10:00 A.M. to 01.00 P.M. (Wednesday)

Online registration starts : 24.03.2023 (Friday)

Last date for online registration/submission of mandatory documents along with EMD
18.04.2023 upto 06:00 P.M.(Tuesday)

For detail of chunks and Procedure kindly visit the e-auction web site www.tenderwizard.com/DUSIB or DUSIB website nwww.delhishelterboard.in and can download the e-auction documents. Intending bidders may register online at the e-auction website through "New Registration" Link. The Digital Signature of authorized signatory of firm/partnership firm/company/NGOs or any other agency seeks to participate in this bid process **is mandatory** to participate in e-auction. For facility of the prospective bidder, Help Desk have been setup at Unit No. 202-203, IInd floor, HB Twin Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034. Prospective bidder may also contact for assistance at phone No. 08045811365, 8800112479 to get the required training and information on e-auctioning process, registration and for any other clarification on e-auction on all working days during working hours may sent queries to e-mail ID dusibeauction@gmail.com

For inspection of chunk(s), prospective bidders may contact Dy. Director (RP Cell), DUSIB, Purnawas Bhawan, I.P. Estate, New Delhi Phone No. 011-20841190, Mob:- 8527398070..

Dy. Director (RP)
(Phone No. 011-20841190)

Dy. Director
R.P. Cell (DUSIB)





**GOVT.OFNCTOF DELHI
DELHIURBANSHELTERIMPROVEMENTBOARD**

Schedule of Bidding Process

DUSIB invites **online** e-auction for allotment of open grounds designated (as per list) contemporary utilization for the purpose of organizing Marriage / Social Cultural / Religious functions, Fair / Fates, Exhibition and Cultural Events as per prescribed terms and conditions of agreement for a period of two years from the date of taking over of the possession.

Date of publish in news papers	On or before 01.04.2023 (Saturday)	
Last date and time of submission of Technical Proposal along with online EMD	18.04.2023 (Tuesday)	Upto 06.00 PM
Date of declaration of qualified bidders (eligible bidders whose technical proposals are found responsive)	Will be intimated later on	
Date of online bidding under this e-auction (only among qualified bidders)	26.04.2023 (Wednesday)	10.00 A.M. to 01.00 P.M.
Help desk /information on e-auction Unit No. 202-203, IInd floor, HB-Twin Tower, Tower-1, NetajiSubhash Place, Pitampura, Delhi-110034, prospective bidders may also contact for assistance at phone No. 08045811365, 8800112479	24.03.2023 (Friday) on wards	

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

DISCLAIMER

1. This tender document for "Allotment of Marriage chunks on temporary basis as listed in Annexure of Tender document contains brief information about the available Marriage Chunks space, eligibility requirements and the selection process for selecting the successful bidder. The purpose of the tender document is to provide bidders with information to assist in the formulation of their bid application (the 'Bid').
2. This tender document does not purport to contain all the information that each Bidder may require to prepare his bid. This tender document has been prepared with a view to provide the relevant information about the parking space available at various sites in Delhi. DUSIB advises each bidder to conduct its own site visit, investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this tender document and to obtain independent advice from appropriate sources. DUSIB, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy; reliability or completeness of the information provided in this tender document.
3. This tender document is neither an agreement and nor is an offer or invitation by DUSIB to any bidder / party.
4. DUSIB reserves the right to accept or reject any or all bids without assigning any reasons, thereof. DUSIB shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this tender document.

GOVT.OF NCT OF DELHI
DELHI URBAN SHELTER IMPROVEMENT BOARD

DOCUMENTS FOR E-AUCTION OF OPEN GROUND (CHUNK) FOR THE PURPOSE OF MARRIAGE / SOCIAL / CULTURAL AND RELIGIOUS FUNCTIONS ON LICENSE FEE BASIS AT Shivaji Place, District Centre, Raja Garden, Nand Nagri near Gagan Cinema, Mangol Puri Near Kala Mandir Cinema Hall & Jahangir Puri Behind Kushal Cinema for 02 years from the date of taking over the possession with enhancement of bid amount by 20% after completion of one year.

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

TENDER/BID DOCUMENTS

SCHEDULE OF REQUIREMENTS

**DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL
VIKAS KUTEER I.P. ESTATE
NEW DELHI-110002
INSTRUCTIONS TO BIDDER**

Terms & Conditions for allotment of open ground Chunks at Shivaji Place, District Centre, Raja Garden, Nand Nagri near Gagan Cinema, Mangol Puri Near Kala Mandir Cinema Hall & Jahangir Puri Behind Kushal Cinema (as per list) through e-auction for purposes for **organizing Marriages/Social/Cultural/Religious Function, Fair / Fates, Exhibition, Cultural events on license fee basis .**

1. The following Chunks named as (i) Chunk-A at Shivaji Place, District Centre, Raja Garden, (ii) Chunk-B at Shivaji Place, District Centre, Raja Garden, (iii) Chunk-C at Shivaji Place, District Centre, Raja Garden, (iv) Chunk-D at Shivaji Place, District Centre, Raja Garden, (v) Chunk-E at Shivaji Place, District Centre, Raja Garden, (vi) Chunk-A, Nand Nagri near Gagan Cinema, (vii) Chunk-B, Nand Nagri near Gagan Cinema, (viii) Chunk-A, Mangol Puri Near Kala Mandir Cinema Hall, (ix) Chunk-B. Mangol Puri Near Kala Mandir Cinema Hall (x) Jahangir Puri Behind Kushal Cinema (as per list) available for two years from the taking over the possession for above mentioned purposes. The reserve price of each chunk is specified as below with the stipulation that the bid amount shall be enhanced automatically @ 20% of the bid amount after the completion of the first year.

Sl. No	Location of site	Area of land (in Sqms.)	Reserve price (in Rs.) per annum	EMD (in Rs.)
1	Chunk-A at Shivaji Place, District Centre, Raja Garden	9200.00	68879200/-	1377600/-
2	Chunk-B at Shivaji Place, District Centre, Raja Garden.	9200.00	49028200/-	980600/-
3	Chunk-C at Shivaji Place, District Centre, Raja Garden.	9200.00	38675000/-	773500/-
4	Chunk-D at Shivaji Place, District Centre, Raja Garden.	9200.00	29705000/-	594100/-
5	Chunk-E at Shivaji Place, District Centre, Raja Garden.	9200.00	37024000/-	740500/-
6	Chunk-A, NandNagri near Gagan Cinema.	6277.98	4922824/-	98500/-
7	Chunk-B, NandNagri near Gagarn Cinema.	6194.95	4858061/-	97200/-
8	Mangol Puri Near Kala Mandir Cinema Hall, Chunk-A.	8974.87	6731500/-	134650/-
9	Mangol Puri Near Kala Mandir Cinema Hall, Chunk-B.	9326.66	6995000/-	139900/-
10	Jahangir Puri Behind Kushal Cinema	9860.00	7395000/-	147900/-

S H L

Successful bidder would be required to pay GST as applicable at the prescribed rate apart from monthly license fee, at their own level. ii) The tender documents must be submitted through a covering letter as per format (Appendix-I)

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

- (a) The bidder must be citizen of India.
- (b) Any Proprietary Firm, Partnership Firm, Registered Company, who is already working with DUSIB or registered with MCD or other Govt. organization as contractor or having at least one year of experience for running the marriage chunks in minimum 5000 sq.m. area shall be eligible to participate in the e-auction.
- (c) Any Proprietary Firm, Partnership Firm, Registered Company, 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 Proprietary Firm, Partnership Firm, Registered Company, subsequently changes the character /style/nomenclature/composition of the e-auctioner. The e-auctioning Proprietary Firm, Partnership Firm, Registered Company, shall be required to furnish an undertaking to this effect along with e-auction form in Annexure-IV (undertaking).
- (d) No criminal or moral turpitude case is pending against the intending bidder/firm or proprietor or any partner or Director or firm/company. An undertaking to this effect is essential in Appendix-.
- (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. An undertaking to this effect is essential in Annexure-IV.
- (f) Average annual financial turnover of the bidding firm/company or partnership firm or proprietorship firm during the last financial year ending on 31st March should be at least 30% of the estimated cost. In case

the bidding firm/company or partnership firm or proprietorship firm applies for more than one site, then 30% of the estimated cost of the highest shall be applicable..

3. The chunks are available for the allotment through e-auction to the Proprietary Firm, Partnership Firm, Registered Company.

Bidder's responsibility:

4 The bidder shall inspect the site which will be given on 'as is where is basis' and may obtain necessary clarification, if any, from Dy. Director (RP Cell), DUSIB, Purnawas Bhawan, I.P. Estate, New Delhi-110002 (Ph-011-20841190) regarding the same to satisfy himself / herself before offering bid for the same.

5 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.

Qualification Criteria:

6. The bidder shall submit the following documents online on the e-auction portal.
- (i) Bank statement of bidder/ firm for 2021-2022 giving details of Account No. and IFSC Code etc.
 - (ii) Copy of PAN card of bidder/firm/ Company, issued by Income Tax Department.
 - (iii) Copy of GST registration certificate of bidder/firm. The Bidder/bidder firm should have registration with the GST. The bidder/bidder firm should submit copy of GST Return of any quarter of the financial year 2022-2023 at the time of technical bid.
 - (iv) Photo ID of proprietor in case bidder is an individual / all authorized partners of firm /All Directors of Company.
 - (v) ESIC & EPF : That as provided under section 2(12) of the ESI Act, 1948, if the number of employees of the bidding firm is ten or more then



the registration of the firm with the ESIC is compulsory. In that case, the bidder shall submit registration certificate at the time of technical bid. In case, number of employees is less than 10, then the bidder/bidding firm shall submit an Affidavit on a stamp paper of Rs.10/- duly attested by Notary public to that effect specifying the total number of employees at the time of technical bid. Similarly, if the number of employees of the bidding firm is twenty or more than 20, then as provided under section 1 (3) (a) of the EPF & Miscellaneous Provisions Act, 1952, the registration of the firm with the EPF is compulsory. In that case, the bidder shall submit registration certificate at the time of technical bid. In case, number of employees is less than 20, then the bidder/bidding firm shall submit an Affidavit on a stamp paper of Rs.10/- duly attested by Notary public to that effect specifying the total number of employees at the time of technical bid.

(vi) Declaration regarding not blacklisting in Annexure-IV (undertaking).

(vii) No criminal or moral turpitude case is pending against the intending bidder/ firm or proprietor or any partner or Director of firm /company in Annexure IV (undertaking).

(viii) If the bidder/contractor has earlier been allotted any marriage chunk of DUSIB on temporary basis the contractor will upload NOC, No Dues Certificate, to be issued by the DD(RP Cell) or any other officer/officers assigned by the competent authority, regarding

(a). has no dues pending for more than 90 days.

(b). has no case wherein any licensed / leased space / premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after premature termination / surrender of lease.

(c). has no case wherein the possession of any licensed / leased space / premises has not yet been taken over by them due to reasons attributable to them.

(d). has no un-resolved case of non-vacation of encroached area including encroachment of common areas / circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.

(e). In case the bidder is DUSIB's existing licensee for some other parking site/marriage chunk licensed by DUSIB, the bidder is required to submit the

Handwritten signature and initials in blue ink at the bottom right of the page.

details by duly filling up Appendix V. In case the bidder is not an existing lessee/ licensee/ concessionaire of DUSIB, the fact shall be clearly stated in the Appendix- V.

(ix) Bidder shall submit an undertaking that they agree with the all terms & conditions of the Tender Document.

(x) Audited sheet for last financial year.

(xi) Proof of annual Turnover.

If any documents mentioned above are 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.

3. 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:-

Sl. 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 10 crores to 25 crores	0.90% of awarded values Per the final 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.

Deposition of EMD amount:

4. Every bidder is required to make payment of EMD online through e-auction portal. 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 of



Earnest Money through on line e-auction portal. **(AMOUNT OF EARNEST MONEY (EMD) @ 2% OF RESERVE PRICE TO BE DEPOSITED BY THE INTENDING BIDDER AT THE TIME OF SUBMISSION OF THE TECHNICAL BIDS)**

5. The Earnest Money will be forfeited on account of one or more of the following reasons:
- (i) Bidder does not submit requisite information / documents on e-auction portal .
 - (ii) Bidder with draws the proposal during the validity period specified in e--Auction.
 - (iii) Bidder does not deposit security deposit or does not respond to the offer of DUSIB after selection a successful bidder.
6. One person/party may bid for more than one chunk with separate earnest money for each site with e-auction documents.
7. No Dues: No dues certificate shall be compulsory in all cases except where the bidding firm/bidder has filed any court case before the competent court of law/Hon'ble LG court disputing payment of outstanding dues. In that case, the bidding firm/bidder shall submit an undertaking on a stamp paper of Rs.100/- duly attested by Notary public to the effect that in case the bidder is declared successful then the Letter of acceptance shall be subject to the outcome of the said case. In case, the decision of the Court of law/Hon'ble LG is not given in favour of the bidder/bidder firm then the allotment of the site shall be deemed cancelled. The DUSIB shall serve one month notice for vacation of site upon the bidder without waiting for the decision in appeal, filed, if any, by the bidder/bidder firm. In that event, the bidder/bidder firm shall vacate the allotted site and hand over the peaceful and vacant possession of the site to the concerned Executive Engineer within one month from the date of receipt of the Notice of vacation of site. The bidder shall be liable to make the payment of monthly Licence fee for the notice period.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

TENDER/BID DOCUMENTS

SCHEDULE OF REQUIREMENTS

**DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL
VIKAS KUTEER I.P. ESTATE
NEW DELHI-110002**

Terms & Conditions of Contract

1. The bidder has to download e-auction documents from the DUSIB website www.delhishelterboard.in or e-auction website www.tenderwizard.com/DUSIB.
2. The Intending bidder shall ensure the following before participating in e-auction.
 - a) The Intending bidders 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 Tender wizard Help Desk- Unit No. 202-203, IInd floor, HB Twin Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034. Prospective bidder may also contact for assistance at phone No. 08045811365, 8800112479
 - 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 helpdesks 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 up on registration, and which is necessary fore-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:

3. The bidders are required to quote the amount (One year license fee) with reference to the chunk put on e-auction, over and above the reserve price mentioned in the Annexure-I (Page-5).
4. E-auction will start and end as per schedule of bidding process as follows:

Date of publish in news papers	On or before 01.04.2023 (Saturday)	
Last date and time of submission of Technical Proposal along with online EMD	18.04.2023 (Tuesday)	Upto 06.00 PM
Date of declaration of qualified bidders(eligible bidders whose technical proposals are found responsive)	Will be intimated later on	
Date of online bidding under this e-auction(only among qualified bidders)	26.04.2023 (Wednesday)	10.00 A.M. to 01.00 P.M.
Help desk /information on e-auction Unit No. 202-203, IInd floor, HB-Twin Tower, Tower-1, Netaji Subhash Place, Pitampura, Delhi-110034, prospective bidders may also contact for assistance at phone No. 08045811365, 8800112479	24.03.2023 (Friday) on wards	

5. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 10,000/-(minimum increment value) or multiple thereof with a maximum increment of Rs. 5,00,000/-.
6. 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.



7. Validity of bid:

The Validity of rates is 90 days from the date of e-bidding however Competent Authority reserves the right to extend/revise the validity period on mutual consent.

8. Confidentiality:-

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.

9. Rights to accept:

CEO, DUSIB reserves the right to accept 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.

10. Rejection of Bids:

DUSIB reserves the right to reject any /all bids without assigning any reason there of 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 representations in the e-auction reply or documents in support of mandatory criteria and will be blacklisted for all purpose.
- (ii) Submitted a proposal on line 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 there to, when 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 mis information 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.
11. The EMD of un-successful bidder shall be refunded immediately without interest.

Handwritten signature and initials in blue ink, possibly reading 'S/M' followed by a flourish.

TENDER/BID DOCUMENTS

SCHEDULE OF REQUIREMENTS

**DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL
VIKAS KUTEER I.P. ESTATE
NEW DELHI-110002**

Contract/Agreement Terms

1. Agreement:-

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

2. Licence Fee:-

That after the highest bid in respect of chunk is approved by the competent authority, DUSIB, the highest bidder shall have to deposit the licence fee amount on monthly basis in advance by the 10th day of each month through bank draft of any scheduled bank of Reserve bank of India. The entire licence fee amount for 3 months will be secured by furnishing the bank guarantee of scheduled bank of Reserve bank of India.

3. E.M.D. /PERFORMANCE GUARNTTEE:-

The earnest money of the successful bidder already deposited through online e-auction portal shall be refunded (without interest) after deposit of 10% of the bid amount in the form of Demand Draft/Bank Guarantee /FDR /RTGS as Security Amount (Performance Guarantee) within 10 days from issue of acceptance letter alongwith agreement entered into. The validity period of security deposit (Performance Guarantee) 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 open ground / chunk(s) to DUSIB. In the event of non- handing over of chunk 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 chunk of each delayed day shall be deducted from the security deposit as damages. In the event of Non-handing over of possession of Chunk and removal of pandal after 07 days of the expiry of the agreement, all erected pandal 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 concerned Executive Engineer and the entire security deposit of the successful bidders shall stand forfeited to DUSIB besides other action as such recovery of damages/ blacklisting, etc.

4. PERIOD OF CONTRACT/AGREEMENT:-

The bid is invited for a period of 02 (Two) years i.e. from the date of taking over the possession. After expiry of the agreement period, the Second party shall hand over the particular chunk to the official of the First party in vacant, clean, clear and original condition in peaceful manner.

5. 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 condition that the Contract amount for second year shall be automatically increased at the rate of 20% of the bid amount after the completion of first year. After expiry of the agreement period, the second party shall hand over the chunk land to the DUSIB in vacant, clean, clear and original condition in peace full manner.
6. If, the department could not finalize the auction process up to the date of completion of the agreement, the agreement period can be further extended by DUSIB on quarterly basis up to a period of 06 months on the same terms and conditions. During this period the e-auction process for awarding new agreement shall be completed by DUSIB. The old agreement will come to an end from the date of executing the new agreement of chunk.
7. The successful bidder during agreement period shall be allowed to organize marriages/social/cultural/religious functions, cultural fair, meals /fates, exhibitions by cottage industries, circus after obtaining required permission/Approval/NOC from concerned Authorities/Departments.



8. The successful bidder shall ensure that all the rules and regulations relating to Fire safety, Law & Order, Pollution, Traffic, Food safety etc. are followed and will also ensure that all orders issued by the Delhi Pollution Control Board, Delhi Police and Delhi Fire services and other agencies from time to time are followed strictly. The successful bidder shall strictly ensure and follow all the rules/regulation and orders/directions of all concerned Government Authorities.

OTHER CONTRACT TERMS

9. The bidder shall be responsible for safety and security at the said chunk.
10. Adequate communication and public address systems for assistance in emergency situation will be the responsibility of the bidder.
11. At his own cost and expenses, successful bidder shall install as many C.C.T.V. cameras as are required. All the entry and exit points of the chunk will be covered. The C.C.T.V. cameras shall always be kept in working conditions. The bidder shall keep the recording of all CCTV cameras for a period of 30 days and DUSIB shall have right to obtain the same any time.
12. The successful bidder shall be responsible for ensuring that no nuisance & traffic hindrances/disturbances are created by the persons/ parties organizing the functions on the open ground Chunk. The successful bidder shall be solely responsible to the Law enforcement authorities. In case the activities of the successful bidder is found to create traffic problems and /or air/noise pollution or any kind of disturbances /nuisance to the public at large and /or residents of the locality, the DUSIB shall be at liberty to terminate the agreement at any time.
13. The successful bidder /Second party shall ensure to maintain cleanliness and hygienic condition at the Chunk at all times on day today basis.
14. The successful bidder shall be fully responsible to provide adequate and proper parking site/place for the visitors at the



allotted chunk and at the designated parking site only. All the applicable traffic rules will be followed by the successful bidder/ Second party in and around the Chunk under agreement.

15. If the successful bidder during agreement period intends to surrender the Chunk without serving any notice 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 of any terms & conditions by the successful bidder during the agreement period, the DUSIB shall have full right to terminate the agreement and the entire security amount deposited with the DUSIB shall stand forfeited to the DUSIB. Besides blacklisting, legal action shall also be initiated against the Successful bidder for violation of terms and conditions, as and when required. The bidder shall be responsible to pay all outstanding dues upto the date of termination within 03 days. In case the site required by the DUSIB i.e. Licensor for its own a public purposes, the successful bidder shall have to handover the vacant possession of the site at once.
17. If the successful bidder fails to deposit quarterly license fee for two consecutive months, then the allotment of chunk(s) shall be terminated and full security amount shall be forfeited. Besides it, the successful bidder shall deposit the entire outstanding quarterly license fee within 7 days, failing which DUSIB shall take action for recovery of outstanding dues along with interest @ 18% per annum as arrear of Land Revenue. Further, successful bidder may be blacklisted and legal actions may also be taken against him.

BID AMOUNT CONDITIONS:-

18. The bid amount shall be paid by the successful bidder in proportion at quarterly basis in advance i.e. up to 10th day of every quarter failing which interest at the rate of 18% per annum shall be levied. The agreement may be terminated by the DUSIB without assigning any reason by serving a notice of 60 days and DUSIB shall not be responsible for any kind of damage or cost to the bidder. In addition to that the performance guarantee will be forfeited. The successful bidder may surrender the chunk by



serving a notice of 90 days to the DUSIB but not before the lapse of one year of start of contract. In case of termination of the agreement by the DUSIB, the successful bidder will be liable to pay licence fee up to the date of termination for agreement. However, in case of surrender of chunk(s) by the successful bidder by serving a notice of 90 days to the first party, the successful bidder will be liable to pay the full proportionate licence fee / bid amount for the three months at the time of submission of application for surrender of chunk(s). Further, the security amount of the successful bidder shall also be forfeited.

19. 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.
20. No pucca structure of any kind will be made/constructed /erected by the second party in any chunk during the agreement period failing which necessary criminal proceedings shall be initiated, besides legal action by all concerned Department/Authorities.
21. The successful bidder shall not display or exhibit pictures, poster, statues or other articles which are repugnant to the moral values or are or indecent, immoral or improper character.
22. The successful bidder shall not display or exhibit any advertisements or place or put up hoarding on the outside of the chunk.
23. The successful bidder 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 Successful bidder directly to the agency concerned under intimation to Director(RP),DUSIB.
24. All the necessary permissions required to be obtained from the different departments/agencies shall have to be obtained by the



bidder/second party. The Department shall not be responsible in case of any default caused by the successful bidder/second party. In case of regular violation in this regard, DUSIB shall have a right to terminate the agreement and to forfeit the security deposit.

25. The decision of the CEO, DUSIB for acceptance or rejection of bid will be final and shall be abided by all the bidders.
26. The successful bidder shall have to abide by all there relevant directions of DUSIB, orders/directions of the Courts of Law in relation to such chunk in question in addition to the terms of this e-auction.
27. The successful bidder shall ensure that best quality fire resistant tent & electrical fittings are used during any function. In case of any eventuality the DUSIB shall not be responsible. The successful bidder shall be responsible to comply all the rules/regulations of Fire Department in this regard and will obtain the No Objection Certificate of the Fire Department, Govt. of Delhi before organizing any function. The successful bidder will follow all statutory requirements for organizing any function on the allotted chunk. DUSIB in no manner will not be responsible for any accident, mishappening, loss of life or property on the allotted site/chunk. The successful bidder/licensee running the site will solely be responsible for any lapse or negligence that may result any accident, loss of life and property. The successful bidder shall submit the copy of No objection certificate/Safety Audit issued from the Fire Department and from any other Department, to concerned Executive Engineer, DUSIB under intimation to RP Section, DUSIB.
28. The successful bidder shall not allow the number of people more than the permissible limit as per applicable laws in the tented premises on the allotted chunk during any function.
29. The successful bidder shall not allow organization of close 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.



JURIDICATION OF DISPUTES /MEDIATION/ARBITRATION:-

30. a) Only Delhi Courts shall have the jurisdiction over any dispute out of the agreement.

b) In case any dispute arise between successful bidder and department, the matter will be settled by mediation/arbitration. The mediator/arbitrator will be nominated by the Competent Authority i.e. CEO, DUSIB.

OTHER IMPROTANT TERMS:-

31. The successful bidder will follow the guide lines of Disaster Management and obtain necessary clearance from concerned bodies as and when needed.

32. Successful bidder must follow the guidelines of Hon'ble Supreme Court orders/rules issued by Competent Authority with regard to Noise/Sound/Air/Pollution.

33. The successful bidder should ensure that any unlawful/illegal activity should not take place on the sites and proper law and order should be maintained during various functions.

34. The successful bidder shall not use any plastic/non-biodegradable disposable utensils or single use plastic products (such as plastic bottles)to serve the guests. Only non-disposable or biodegradable products shall be allowed.

35. If any violation of any of the conditions, a penalty of Rs. 1 Lakh per day will be levied against the successful bidder. Further, he will also be black listed and not allowed to participate in future-auction programs.

36. DUSIB will not be responsible for any untoward incident what so ever at these sites.

37. The bidder shall indemnify and keep indemnifying the DUSIB in respect of the losses or damages or expenses of litigation in connection with the sites.

38. DUSIB reserves the rights to carry out inspection by any official/officer of the DUSIB to ensure that management of these



sites is being done as per E-Auction terms and conditions and directions of DUSIB from time to time.

39. The permission by DUSIB shall be for a limited period only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoy able by the selected bidder.

40. The land of such site shall always remain the property of DUSIB and the bidder shall not claim any right/ title or interest to any right or any nature of easement in relation to or in respect thereto.

41. 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

Handwritten signature and initials in blue ink, located at the bottom right of the page.

parties can be limited to the extent they are affected by the force majeure depending on the discretion of the DUSIB.

- e. The security deposit / performance guaranty shall not be revoked / encashed 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 contractor has no entitlement and the DUSIB has no liability for : (a) any costs, losses, 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.
42. Only prepaid electric connection can be obtained by the Contractor from Electricity supply company of the area. All charges pertaining to the Electricity shall be borne & settled by the Contractor without any liability to DUSIB.
43. DUSIB will not responsible for any liability / cost / expenses / damages/ accord by Contractor on account of this tender process and/or agreement entered into & the Contractor shall be have responsible for the same.
44. 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.
45. The licensee shall be responsible for proper disposal of food waste and other garbage as per guidelines and procedures of appropriate authority. The licensee shall seek appropriate approvals, permits, certificate, license from concerned Municipal Authority/Government as per laid down procedure related to disposal of waste and garbage.


Dy. Director(RP)

ANNEXURE-IV

UNDERTAKING

1. I),
Proprietor/Partner/Director/Signatory Authority, hereby declare that
none of our Partner/Director/Signatory Authority is not
blacklisted/debarred to participate any tender process in any Govt.
Agency/Autonomous Body or DUSIB.
2. My firm/company name
.....
..... is not blacklisted/debarred to participate any tender
process in any Govt. Agency/Autonomous Body or DUSIB.
3. I undertake that no criminal or moral perpetual case is pending against
me or any other Partner/Director/Signatory Authority.

Name :

Designation :

Stamp of Company/Signatory

.....

Handwritten signature and initials in blue ink.

APPENDIX-1

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 open ground (Chunks) of DUSIB on license fee basis to the date of handing 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 90 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. S	ParticDetails	Detail
1.	NameParticular of bidder/firm	M/s
2.	Legal Status (individual, Proprietorship , company, partnership firm)	
3.	Of Address/Telephone No./Fax No./Email ID/Website(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 2021-2022.
- ii. Audited balance sheet for last year.
- iii. A copy of PAN card of bidder/firm.
- iv. Appendix-1,2 & 3 duly filed.
- v. Copy of GST registration certificate of bidder/firm. The Bidder/bidder firm should have registration with the GST. The bidder/bidder firm should submit copy of GST Return of any quarter of the financial year 2022-2023 at the time of technical bid.
- vi. Photo ID of Proprietor / all partners of firm/all director of company
- vii. Copy of registration certificate or proof regarding one year experience of operating the marriage chunk site in DUSIB/MCD or any other government department.
- viii. No dues certificate issued from RP Branch.

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 authorized Person.....

Name of the authorized Person.....

Seal of the applicant/ bidder.

APPENDIX-2

CHECK LIST

Sl. No.	Documents/Checks	Document/Proof Uploaded	
1	Citizen of India proof attached	Yes	No
2	Proof of Status of firms attached (Proprietorship/Partnership/Registered firm)	Yes	No
3	Proof of one year of experience as contractor for running marriage chunk/sites attached	Yes	No
4	Undertaking reg. not blacklisted in past attached	Yes	No
5	Undertaking as per Appendix	Yes	No
7	No due certificate obtained from RP Cell, DUSIB that there are no pending dues for more that 90 days.	Yes	No
8	Average annual financial turnover of the bidding firm/company or partnership firm or proprietorship firm during the last financial year ending on 31st March).	Yes	No
9	Undertaking that firm will obtain pre-paid electric connection at marriage chunk	Yes	No
10	Bank statement of bidder/firm for 2021-22 having details of A/C No. and IFSC code etc.	Yes	No
11	Copy of PAN card of bidder/firm/company, issued by IT Department	Yes	No
12	Photo ID card of proprietor in case bidder is individual and all authorized partners of firm and all Directors of firm/company	Yes	No

 1

13	Copy of GST registration certificate of bidder/firm. The Bidder/bidder firm should have registration with the GST. The bidder/bidder firm should submit copy of GST Return of any quarter of the financial year 2022-2023 at the time of technical bid.	Yes	No
14	Undertaking that bidder agrees with all terms and conditions of tender document.	Yes	No
15	EMD @ 2% of Reserve Price submitted online	Yes	No
16	Audited balance sheet for last financial year.	Yes	No

This check list is being provide for convenience of bidder to apply for e auction. However, it is clarified that the bidder should go through the complete e-auction document minutely and shall submit any other document(s) as called for in any other section/clause of the tender document to be eligible for e – auction. For non submission of document(s) sought in other clauses and sections of Tender Document, other than documents listed above, bidder may be disqualified technically.

UNDERTAKING

I/We _____ s/o _____
r/o _____ authorized signatory of
M/s. _____ do, hereby, undertake as under:

1. That I/We am/are citizen of India and I have provided proof to this effect in Technical Bid Documents.
2. That I/We am/are having a proprietorship/partnership/registered company and I have provided proof to this effect in Technical Bid documents.
3. That neither any contract awarded to the firm/company has been cancelled nor firm/company has been blacklisted in past.
4. That no criminal or moral turpitude case is pending against the intending proprietor/partnership firm/company or against any partner or Director or company/Firm.
5. That there is no conflict of interest.
6. That there are no due of RP Cell, DUSIB is pending for more that 90 days for existing or previous contract or has any case wherein any licensed/leased space/premises have not been vacated after completion of the tenure of lease/contract or has any case wherein possession of any licensed/leased space/premises has not been taken over due to reasons attributed to them or has an unresolved case of non vacation of encroached area including encroachment of common areas/circulating area or any other space which has not been licensed to firm even after a notice has been issued to vacate.
7. That the bidder has not suffered bankruptcy/insolvency during the last 5 years ending last day of the month previous to the month of tender submission.
8. That I qualify for applying for auction as per requisite turnover specified in the tender document.
9. That I have submitted all requisite documents listed in the Tender in Clause 3 or elsewhere specified in the Tender Document.



10. That I have paid online the requisite EMD along with Technical Bid.
11. That I have understood all the Terms and Conditions of Auction Document and fully agree with the Terms and Conditions specified in the Auction Documents.
12. That the conditioned specified in the tender document are fully acceptable to me/us and I/we will fully abide with instructions.
13. That I/we will abide with any other instructions issued by the competent authority DUSIB from time to time.
14. That I will remain responsible for any theft or loss on property, any incident or accident and for any legal issue arising out of marriage chunk. I /we shall completely indemnify DUSIB on any liability arising on this count.
15. That I have inspected all sites for which I intend to bid and has estimated its potential and DUSIB will not be responsible for any decline in potential of the site for any extraneous /unforeseen circumstances , what, so ever.
16. That I will obtain pre-paid electricity connection for the site and submit No Dues Certificate, issued from concerned Discom, whenever asked by the competent authority.
17. That I will obtain No Objection Certificate/Security Audit from the Fire Department, Govt. of Delhi before organizing any function on the site.

Name & Signature
Deponent



Appendix-IV

List of 10 marriage chunks at DUSIB land at various locations in Delhi

Sl. No	Location of site	Area of land (in Sqms.)	Reserve price (in Rs.) per annum	EMD (in Rs.)
1	Chunk-A at Shivaji Place, District Centre, Raja Garden	9200.00	68879200/-	1377600/-
2	Chunk-B at Shivaji Place, District Centre, Raja Garden.	9200.00	49028200/-	980600/-
3	Chunk-C at Shivaji Place, District Centre, Raja Garden.	9200.00	38675000/-	773500/-
4	Chunk-D at Shivaji Place, District Centre, Raja Garden.	9200.00	29705000/-	594100/-
5	Chunk-E at Shivaji Place, District Centre, Raja Garden.	9200.00	37024000/-	740500/-
6	Chunk-A, NandNagri near Gagan Cinema.	6277.98	4922824/-	98500/-
7	Chunk-B, NandNagri near Gagarn Cinema.	6194.95	4858061/-	97200/-
8	Mangol Puri Near Kala Mandir Cinema Hall, Chunk-A.	8974.87	6731500/-	134650/-
9	Mangol Puri Near Kala Mandir Cinema Hall, Chunk-B.	9326.66	6995000/-	139900/-
10	Jahangir Puri Behind Kushal Cinema	9860.00	7395000/-	147900/-



APPENDIX-V

Certified that I am presently running following marriage chunk(s)** of the DUSIB.

Sl. No.	Name of the Marriage Chunk **	Licence Fee (Rs.)	Operating Since(Date)

*In case bidder is not running any site, he will clearly mention "NIL" in the above table.

** Strike out whichever is not applicable.



Signature

Name: _____

**DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL
VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002**

Format for undertaking:

UNDERTAKING

Undertaking to be furnished by the intending bidder is as under.

1. I/We-----S/o-----R/o-----do
hereby solemnly affirm & declare as under:-

a) That I am sole proprietor/ partner / authorized representative of the
company/ Firm /LLP of M/S-----R/O-----

b) That up-to-date returns of Goods & service tax department have been
duly filed & no dues are pending. (Copy of return attached).

c) That up-to-date return of Income tax department have been duly filed &
no dues are pending. (Copy of return attached).

d) That this is my/ our true & correct statement

2. I/We-----S/o-----R/o-----do
hereby solemnly affirm & declare as under:-

i) I have deposited the requisite EMD amount online in the A/C
..... by way of ECS/RTGS No. Dt.
..... at Bank drawn in favour of DUSIB. (DUSIB shall not be
responsible in any ways for non-crediting of EMD/amount in the account of
DUSIB by due date and time as mentioned in NIT).

ii) In case of my tender is not accepted as per terms and conditions of
NIT/E-bid and for any refund is made to me, the refund may please be made
to my account as per details given below:-

a) Name of Agency.....

b) Bank, Branch Code, Place details etc.
.....

c) Account No.

d) IFSC Code No.

e) UTR/RTGS No.

3. That I sole proprietor/partner/authorize representative of the
company/firm/autonomous body of
name..... & Add
.....
....., declare that any
partner/proprietor/director/firm/autonomous body is not blacklisted in any
Govt. Agency/Local Self Govt./autonomous body.

**Name & Signature of Authorized
Signatory Stamp**

