

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

Schedule of Bidding Process

The DUSIB re-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 appropriate format (Annex-I to Annex-XI) for a period of Two years from the date of taken over the possession for aforesaid sites and further extendable by 1 year subject to satisfactory performance and enhancement in bid amount by 10% after completion of each one year.

1.	Date of publication in leading newspapers (02 Hindi & 02 English)	On or before 18.06.2024 (Tuesday)
2.	E-Bid submission start date	18.06.2024 (Tuesday)
3.	Last date and time of submission of Technical Proposal along with online EMD	25.06.2024 (Tuesday)
4.	Date of declaration of qualified bidders (eligible bidder whose technical proposals are found in order)	Will be intimated later on
5.	Date of online bidding under this e-auction (only among the qualified bidders)	03.07.2024 (Wednesday) 11.AM. to 02.00 PM
6.	Help desk /information on e-auction setup .301-302, IIIrd floor, the cloverleaf, plot no.37, sector-11, Dwarka, New Delhi-110075. Prospective bidder may also contact for assistance at phone No.9355030617, 8448288980	18.06.2024 onwards

Any changes in above schedule will be notified only on DUSIB website www.delhishelterboard.in and e-auction website <https://dusib.ewizard.in>

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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 year from the date of taking over the possession
and further extendable by one year subject to
satisfactory performance of the agency and
enhancement of bid price by 10% after completion of
each year)**

**(complete offer document is available on e-auction
website <https://dusib.ewizard.in> and DUSIB website
www.delhishelterboard.in corrigendum, if any, shall
only be available on above websites.)**

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Govt. of NCT of Delhi
Delhi Urban Shelter Improvement Board
VikasKutir, I.P.Estate, New Delhi-110002
E-Auction Notice

DUSIB invites online e-auction for allotment of vacant land for the purpose for running parking sites on temporary basis as per prescribed terms & conditions for an agreement period of Two years from the date of taking over the possession and further extendable by one year subject to satisfactory performance of the agency and enhancement of bid price by 10% after each one year.)

DATE OF E-AUCTION

03.07.2024 (Thursday) from 11.00 A.M. to 2.00 P.M.

Online registration starts : 18.06.2024 (Tuesday)

Last date for online registration/submission of mandatory documents along with EMD 25.06.2024 (Tuesday) upto 06:00 P.M.

For detail of chunks and Procedure kindly visit the e-auction web site <https://dusib.ewizard.in> or DUSIB website www.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 301-302, IIIrd floor, the cloverleaf, plot no.37,sector-11, Dwarka, New Delhi-110075. Prospective bidder may also contact for assistance at phone No.9355030617, 8448288980 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 eprochelpdesk.18@gmail.com, eprochelpdesk.19@gmail.com

For inspection of the sites, prospective bidders may contact Deputy Director (RP Cell), DUSIB, Vikas Kuteer, I.P. Estate, New Delhi Mob. No. 8826697456.


Dy. Director (RP)



DISCLAIMER

1. This tender document for "Allotment of Parking Sites on temporary basis as listed in Annexure of Tender document contains brief information about the available Parking 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 nor 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. The decision of the CEO DUSIB in this regard shall be final.



TENDER/BID DOCUMENTS
SCHEDULE OF REQUIREMENTS
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL

VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002

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

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

1(a) The bidder must be a citizen of India.

1(b) Individual / any Proprietary Firm / Registered Company / Partnership firm who is already working with DUSUB or similar work with and / or any other Govt. or private organization and having at least six months of experience for running the parking (completed or running) in any Govt. Department / organization / local self Govt. or private organization shall be eligible to participate in the e-auction.

1(c) Individual, Any Proprietor/Partnership Firm/Registered Company whose contract has been cancelled in the past or any of its Partner/Proprietor/ Director 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/Company subsequently changes the character / style / nomenclature / composition with the e-auctioneer. The e-auctioning Firm / Registered Company shall be required to furnish an undertaking to this effect along with e-auction form that the firm is not blacklisted. If this statement is found incorrect at any stage of bidding process or after the award of work, then such Partnership/Firm/Company will be debarred from bidding process or award will be cancelled as the case may be.

1(d) No criminal or moral turpitude case is pending against the intending Proprietor/Partnership Firm/Company or any partner or Director or firm/company, if statement found incorrect then the defaulter firm will be debarred to participate in e-auction.

1(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.

1(f): A bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest affecting the bidding process with one or more parties in this bidding process, if

(i). A Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project;

(ii). A Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (i) above or

(iii) A Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

(iv). Constituent of one bidder is also a constituent of another bidder.

1(g): Bidder having any existing lease / license agreement of DUSIB property (ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee / licensee:

(i). has any dues pending for more than 90 days. 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/ Arbitrator is not given in favour of the bidder/bidder firm then the allotment of the site shall be deemed cancelled for the remaining period of contract/ agreement. 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 decision of the court. The bidder shall be liable to make the payment of monthly Licence fee at normal rates for the initial one month period and for the extra period (if any) with penalty @ double of the licence fee till the site is vacated by the bidder.

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(ii).has been allotted any licensed / leased space / premises by DUSIB which 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.

(iii).has any case with DUSIB wherein the possession of any licensed / leased space / premises has not yet been taken over by them due to reasons attributable to them.

(iv). has an un-resolved case with DUSIB 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.

(v) 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 details by duly filling up Annexure XI . In case the bidder is not an existing lessee/ licensee/ concessionaire of DUSIB, the fact shall be clearly stated in the Annexure.

1(h): Bidder must not have been declared bankrupt/ insolvent during the last 5 years ending on last day of the month previous to the month of tender submission. The Bidder should submit undertaking to this effect.

1. (i): Turn Over: Average annual financial turnover of the individual, 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.

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 Director (RP Cell), DUSIB, Vikas Kuteer, I.P. Estate, New Delhi-02, regarding the same to satisfy himself / herself before offering bid for the same. The bidder will provide an undertaking in (Annx-VI) to the effect that he has inspected the site and found it free from encroachment and in vacant condition. He will also undertake that I am well acquainted with the site conditions and keeping in view the site condition I am submitting my bid for the particular parking site/sites. AT this time handing over the possession, the bidder will ensure that land is free from all kind of encroachment. He will take measurement of the land to be temporarily allotted for parking site. He will ensure from

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concerned electricity company that no outstanding bill is pending and there is no obstruction in obtaining electricity connection at the site. Once the site is taken over by the bidder than no claim towards subsequent encroachment on land or the contention that less area was handed over rather than the area mentioned in NIT or outstanding electricity bill shall be entertained. The bidder shall be responsible to pay licence fee on monthly basis to DUSIB irrespective of the fact that land was subsequently not useful for aforesaid reasons.

- 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.
- C. Only pre-paid electricity connection shall be obtained by contractor from electricity Supply Company of the area after submitting award letter to electricity supply company.
- D. The successful bidder will be required to submit a monthly report regarding no. of persons deployed on the parking site and the details of wages paid to them.

3. Documents to be submitted with E-tender Form:

- A. The bidder shall submit the following documents online on the e-auction portal.
- (i) Bank Account details of Name of Bank, Branch, Account No. and IFSC Code etc.
 - (ii) Copy of PAN card of bidder/firm/Company, issued by Income Tax Department.
 - (iii) Copy of Income tax return filed for the last financial year.
 - (iv) 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 2023-2024 at the time of technical bid.



- (v) Photo ID of Individual / proprietor/ all authorized partners of firm/All Directors of Company.
- (vi) Declaration regarding none blacklisting in (Annx.-IX).
- (vii) Affidavit declaring that No criminal or moral turpitude case is pending against the intending bidder/firm or proprietor or any partner or Director of firm/company.
- (viii) **EPF and ESI:** 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. Name of all employees EPF/ESIC No. and proof of subscription by bidder shall also be submitted by bidder (if applicable).
- (ix) **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/ Arbitrator is not given in favour of the bidder/bidder firm then the allotment of the site shall be deemed cancelled for remaining period. 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 decision of the court. The bidder shall be liable to make the payment of monthly Licence fee for the one month period at normal rates and double of licence fee if over stayed.



- (x) Bidder shall submit an undertaking that they agree with all terms & conditions of the Tender Document.
- (xi) Copy of experience certificate of similar work of any Govt. department or private organization and having at least six months of experience for running the parking (completed or running) in any Govt. Department / organization / local self Govt. or private organization.

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 crore 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 10 days of award of the work, failing which no possession of the site will be handed over to the successful bidder.

4. Deposit of EMD amount:

Every bidder is required to make payment of EMD @ 2% of the Annual Reserve price 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 Annexure-X, as Earnest Money through online e-auction portal. The EMD is refundable to successful bidder (i.e.H1) immediately after deposit of performance guarantee. In case of unsuccessful bidder (i.e. other than H1 bidder), the EMD will be returned immediately after opening of financial bid.

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5. The Earnest Money will be forfeited on account of one or more of the following reasons:-
- (i) Bidder withdraws the proposal during the validity period specified in E-Auction.
 - (ii) Bidder does not deposit the security deposit or does not respond to the offer of DUSIB after selection as successful bidder within 7 (Seven) working days.
6. 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.
7. Once the e-bid is opened/placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.

Time extension for bidding:

8. No bid will be accepted after closing time of e-auction.

Confidentiality:-

9. 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.

10. Rights to accept:-

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.

11. Right to Reject the Bids:

CEO, 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 CEO, 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 submitted false 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 within stipulated time.
- (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.

12. Acceptance of E-Tender/Bid:-

The validity of the offer given by bidder and accepted by the department as H1 shall be for 90 days from the date of finalization of bid and the same cannot be withdrawn by the bidder before the expiry of validity period otherwise EMD and performance security shall be forfeited and the

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bidder shall be blacklisted for future E-Tender for two consecutive years.

The offer/bid made by the bidder shall be subject to acceptance by the competent authority, DUSIB or any other officer authorized designated by the competent authority.

13. Refund of performance security:-

Refund of performance security of the H1 Bidder will only be made after production of no dues certificates from concerned DISCOMES and Water Agencies in respect of Electricity and water connection installed at respective parking sites.

14. Successor Body:-

In case, if there is a change in the constitution of the implementing agency, its successor body shall be bound by the terms and conditions of agreement during operation of contract.



TENDER/BID DOCUMENTS
SCHEDULE OF REQUIREMENTS
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL
VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002

CONDITIONS OF CONTRACT

(RESERVE PRICE AND 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) FAILING WHICH THE TECHNICAL BID WILL BE REJECTED AT THE SPOT.

- A) The following parking sites at different vacant locations are available for Two years and further extendable for one year with the approval of competent authority for operating authorized parking sites. The reserve price of each site is specified per annum as below with the stipulation that the bid amount shall be enhanced automatically @ 10% of the bid amount after the successful performance of the each year.

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List of 4 parking sites

Sl. No.	Location of site	Area of land (Sq. mtr.)	Reserve price (in Rs.) per annum	EMD (In Rs.)
1	Vacant land measuring 668.90 sqm as parking site at 202/XV, Basti Tent Wali Motia Khan	668.90	5,36,056.00	10721.00
2	Vacant land measuring 3035.16 sqm as parking site at Block E-2, Nand Nagri near Punarwas Bazar	3035.16	24,10,363.00	48207.00
3	Vacant land measuring 707.00 sqm as parking site near Mohalla Clinic & Block-5, Kichripur	707.00	5,73,144.00	11463.00
4	Vacant land measuring 1318.00 sqm as parking site near SBI at Gazipur Dairy Farm, Delhi	1318.00	8,02,222.00	16044.00

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.

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ANNEXURE-III

TENDER/BID DOCUMENTS
SCHEDULE OF REQUIREMENTS
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL

VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002

Specification & other Technical Details.

1. One person/party may bid for more than one parking with separate earnest money for each site with e-auction documents.
2. The bidder has to download e-auction documents from the DUSIB website www.delhishelterboard.nic.in. or e-auction website <https://dusib.ewizard.in>
3. 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. <https://dusib.ewizard.in> by making online payment for Rs. 2000 + GST. Help is provided to the prospective bidders for registration at Tender wizard Help Desk- 301-302, IIIrd floor, the cloverleaf, plot no.37, sector-11, Dwarka, New Delhi-110075. Prospective bidder may also contact for assistance at phone No.9355030617, 8448288980
 - b) The Intending bidder must have a valid 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:

4. The bidders are required to quote the amount (**One year license fee**) with reference to the parking put on e-auction, over and above the reserve price mentioned in the E-Auction Document.

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

1.	Date of publication in leading newspapers (02 Hindi & 02 English)	On or before 18.06.2024 (Tuesday)
2.	E-Bid submission start date	18.06.2024 (Tuesday)
3.	Last date and time of submission of Technical Proposal along with online EMD	25.06.2024 (Tuesday)
4.	Date of declaration of qualified bidders (eligible bidder whose technical proposals are found in order)	Will be intimated later on
5.	Date of online bidding under this e-auction (only among the qualified bidders)	03.07.2024 (Wednesday) 11.AM. to 02.00 PM
6.	Help desk /information on e-auction setup .301-302, IIIrd floor, the cloverleaf, plot no.37, sector-11, Dwarka, New Delhi-110075. Prospective bidder may also contact for assistance at phone No.9355030617, 8448288980	18.06.2024 onwards

6. Bid Evaluation:-

A. Technical Bid Evaluation

Technical Bid Evaluation Responsiveness of all bids submitted by all the bidders shall first be examined with respect to Bid application, Earnest money immediately after opening of Bids. Technical Bid of responsive bidders shall be evaluated as per criteria given in Annexure - I (Eligibility Criteria) and 3 (Documents) above. All the technically qualified bidders shall be intimated by the RP Cell, DUSIB for opening of Financial Bid.

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Note:1: Applicants shall not have conflict of interests that affects E Auction Process. Any applicant found to have conflict of interest will be disqualified.

B.) Opening of Financial Bid:

The Financial Bid of technically qualified bidders shall be opened in accordance to average annual turnover as defined in Clause 1(h) of this document. The date time and venue will be informed to all successful bidders for their partnership in the opening of the financial bid.

Note: In case there are two or more H1 bidders found for a parking sites in the financial bid opening. The below process will be followed.

New financial bids from the H1 bidders which would obviously be more than their already quoted MLF will be called. Their financial bid will be opened and H1 bidder will be decided. However decision of CEO, DUSIB will be final and binding on all.

C.) Offer/Allotment Letter:

The bid submitted by the agency shall be subject to acceptance by CEO, DUSIB or any other officer/authority assigned by him. The offer once accepted will be final and binding upon the parking contractor/agencies. The agency shall be liable to complete all requisite formalities including deposit of security performance guarantee, advance MLF (Monthly License Fee) as specified in offer letter within seven working days of issue of same failing which the earnest money shall be forfeited and offer so issued be the DUSIB can be cancelled at prerogative of DUSIB and thereafter a formal allotment letter shall be issued to the H1 parking contractor/agency. Any offer /permission granted by the competent authority may/can be withdrawn any time without assigning any reason, thereof.

D.) Agreement:

The parking contractor/agency shall be liable to enter in to an agreement with DUSIB prior to issuance of allotment letter. The agreement is to be executed on a non judicial stamp paper of Rs. 100/- which is to be purchased and provided by the bidder within 10 working days of issue of the offer letter, failing which earnest money shall be forfeited and offer so issued by the DUSIB can be cancelled at the prerogative of DUSIB. The decision of the competent authority in DUSIB shall be final and binding on any issue arising out of the agreement. Any supplementary agreement shall be entered on need or circumstances subject to the requirement of the DUSIB.

The stamp Duty, if levied by Govt. on such contracts, the same shall required to be registered at nominated registrar's office and amount of Stamp Duty is to be paid/borne by the contractor.

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ANNEXURE-IV

TENDER/BID DOCUMENTS
SCHEDULE OF REQUIREMENTS
DELHI URBAN SHELTER IMPROVEMENT BOARD
REMUNERATIVE PROJECT CELL

VIKAS KUTEER I. P. ESTATE
NEW DELHI-110002

Contract Agreement:-

1. (a) The agreement shall be executed between DUSIB on behalf of CEO (DUSIB) referred to be as First party and the successful bidder referred to be as Second party within ten days of issue of acceptance letter. After execution of agreement between DUSIB and successful bidder, the sites will be handed over by Executive Engineer concerned to the successful bidder (second party) on production of receipt/challan in support of payment of two months advance monthly license fee, along-with performance security two times of the monthly license fee through Demand Draft /RTGS/FDR/Bank Guarantee.
- (b) The successful bidder shall submit/deposit additional security through FDR / Bank Guarantee equal to three months licence fee before or at the time of handing over the site.
2. The contract has been awarded for a period of two years and further extendable by one year subject to satisfactory performance and enhancement in licence fee by 10% after each year. The Period of contract will be reckoned from 15th day of issue of letter of acceptance of bid or handing over date of physical possession of parking site whichever is earlier.

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3. The earnest money of the successful bidder already deposited through online e-auction portal shall be refunded (without interest) after deposit of performance security two times of the Monthly licence fee in the form of Demand Draft /RTGS/FDR/Bank Guarantee as within 10 days from issue of acceptance letter alongwith agreement entered into. The validity period of security deposit, if FDR 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 and additional 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 which may be taken separately.
4. In case the licensee fails to deposit License Fee for two months in advance the parking shall stand cancelled and performance Security shall be forfeited. In case of any delay in payment of Advance

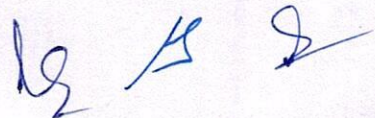


monthly licence fee a penalty of Rs. 5000/- will be levied for each day of delayed payment.

5. The license fee will be paid through RTGS/Demand Draft in favour of Delhi Urban Shelter Improvement Board. The license fee will also be secured through FDR / bank guarantee equivalent to 3 months license fee for a period of two years. This condition will also be applicable for securing license fee for subsequent years in case extension is granted.
6. The security deposit amount shall not be adjusted against the payment of monthly license 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.
7. The second party/Bidder has no conflict of interest (the "Conflict of Interest") that affects the E-Tender process. Any Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the E-Tender Process, if. Such Bidder (or any constituent thereof) and any other bidder (or any constituent thereof) have common controlling shareholders or other ownership interest provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a Constituent thereof in the other Bidder (s) (or any of its constituents) is less than 1% of its paid up and subscribed capital: or
 - a) A Constituents of such Bidder is also a constituent or another Bidder: or

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- b) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder.
8. The contract will be for a period of two years, with the conditions that contract may be extended after completion of contract period for a year further with the approval of the Competent Authority i.e. CEO, DUSIB at his/her sole discretion. The bid amount will be automatically enhanced by 10% after completion of each year. 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.
9. First Party/DUSIB shall reserve the right of putting up advertisements on the boundary or within the parking site either for itself, or through authorized 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.
10. The second party 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.



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

12. Rates :-

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

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.

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.

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(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 license fee paid by the contractor shall stand revised in the same proportion for the remaining period.

(e) The contractor shall obtain electricity connection from the respective Discom for operation of CCTV's and charging points of hand held devices in his own name. The CCTV's should be backed up with power and same should have a back up memory of at least 30 days. Non maintenance of CCTV installations may result in to termination of the contract and taking over possession of parking sites by the department. Non working of CCTVs or hand held device shall be treated a major violation and shall attract relevant penalties as envisaged as envisaged in the NIT/E-Tender conditions/Parking contract.

13. The second party/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. License No. & Date
- 5. Area Police Station with Tel No.....
- 6. Period of Contract from.....To.....

[Handwritten signatures]

7. Parking charges
8. Complaint Register available at

NB: -

1. In case of any difficulty/problem/complaint, please contact the Area Police Station and Director (RP Cell) DUSIB, Vikas Kuteer, I. P. Estate, New Delhi.
 2. Complaint Register available with the Contractor/ Licensee and Director (RP Cell), DUSIB.
- (a) The second party/successful bidder shall be responsible for providing proper sanitation, cleanliness, lighting, water logging and prevention of encroachment at parking site;
- (b) The second party/parking contractor shall have to abide by all relevant Terms and conditions of E- Auction Document and directions of the competent authority issued from time to time. If, any violation, the competent authority shall have the right to levy under mentioned penalty/fine including blacklisting, suspension of contract. The decision of the competent authority DUSIB shall be final and binding in such cases.

Minor Violations	Penalty/Fine
A. Non wearing of uniform and name badge	Rs.2000/- per violation
B. Non maintaining complaint Register	Rs. 2000/- per violation
C. Not keeping premises clean	Rs. 2000/- per violation

In case of major violation, DUSIB may impose heavy fine as listed below and may decide to cancel the contract by following due process of law:-

Major Violations	Penalty/Fine
A. Overcharging/Non installation of CCTV B. Non use of hand held device for issuing parking slips C. Covering parking space more than allowed/parking of vehicles beyond	1. For first instance of violations listed from A to G in table 20% of monthly license fee. 2. For Second instance of

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<p>permitted areas</p> <p>D. Non display of the notice board</p> <p>E. Non marking of yellow line</p> <p>F. Any violation of terms and conditions of the contract</p> <p>G. Any violation other that listed above as decided by the competent authority</p>	<p>violations listed from A to G in table 30% of monthly license fee.</p> <p>3, For Third instance of violations listed from A to G in table 50% of monthly license fee.</p> <p>4. For Forth instance of violation listed from A to G in table 75% of monthly license fee.</p> <p>5. For Fifth instance of violation listed from A to G in table parking contract shall cancelled and no further opportunity shall be given.</p>
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It will be the responsibility of the licensee not to allow unauthorized 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.
- 14. (a)** The successful bidder shall manage the parking of vehicles, security of the site, cleanliness, computerization, 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

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site on his/her behalf. The successful bidder, in order to ensure civilized behavior from his employees toward the general public, shall impart necessary training on public relation and human behavior 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.

(c) 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.

15. The parking slips will display the details of location of Authorized 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.

16.(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. The second party/Successful bidder will be liable for the losses due to theft, fire damages etc. to the owner of the vehicles.

(b) The second party/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.

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(c) The second party/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 second party/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 bond on Rs. 100/- stamp paper attested by Notary public will also be submitted to RP Cell within one month of allotment of the contract.

17. A wooden khokha of dimension not exceeding 10' x 8' shall be allowed to be constructed by the second party/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. The Khokhs so set up will be utilized for no other purpose except related to parking.

18.(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 license fee for the period of such use DUSIB 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 license 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 with any notice from DUSIB in this regard.

19. At the determination of the agreement for whatever cause, the second party/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.

20. 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.

21. Entry in parking lot by the licensor

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

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22.No tenancy rights / title/ interest:

- (a) This is a license 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.

23.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.500/- (Rupees five hundred 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 second party/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 25 and other Terms and Conditions contract.

24.Breach of contract:

The DUSIB shall have the right to terminate the license and forfeit the security amount, if the successful bidder commits any breach of any of the terms and conditions and instructions of this license. In case the second party/successful bidder wishes to get the license renewed, the DUSIB may at his sole discretion, renew the license 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 charge along with the license fee for the intervening period.

25. Blacklisting and cancellation of registration:

The second party/ 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

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blacklisted and debarred from participating in future tenders in DUSIB for two years in that case his security amount / earnest money deposit will be forfeited and registration of parking of Contractor shall also be cancelled.

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

The second party/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.

27.Surrender

- (a) In the event of surrender of parking contract by the second party/successful bidder, the right of acceptance or rejection solely rests with the DUSIB.
- (b) In the case of surrender of the contract the second party/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, the security deposit amount shall not be adjusted against the license fee of remaining months and shall be forfeited.
- (d) The second party/successful bidder / contractor, who has surrendered the site, shall not be eligible to participate in the e-auction process of the same site in future.

28.Jurisdiction of Disputes/Mediation/Arbitration

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

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- ii) In case of any dispute either party shall try to settle it through mediation as appointed by competent authority i.e. CEO, DUSIB if remained unresolved. The matter may be referred to arbitration for settlement of such dispute by the CEO (DUSIB) under Arbitration and conciliation Act within two months from the date when applied by successful bidder.

29. 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/MCD/NDMC/U.O.I. etc. No GST or any other taxes shall be deducted from the licence fee by the bidder.

30. Charging point 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 /second party along with necessary wiring.
- b. Only pre-paid electricity connection shall be obtained by contractor from electricity Supply Company of the area after submitting award letter to electricity supply company.
- c. 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

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meters or other similar arrangement. Parking charges for E-Rickshaws shall be collected as per the Parking Contract.

- d. All charges pertaining to the electricity and water consumed shall be borne and settled by the Contractor without any liability to DUSIB. The contractor will submit such receipt of payment made to these agencies immediately failing which liable to panelize.

31. DUSIB will not be responsible for any liability /cost/extension / dispossession/damages accrued by contractor on account of this tender process and/or agreement entered into or any other subsequent event & the contractor shall be wholly responsible for the same.

32. 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 dues by adjusting security deposit or any refundable amount from this site.

33. If the bidder/contractor who 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 and Electricity/Water Supply agencies while bidding, without NOC from DUSIB or Electricity/Water Supply agencies the bid will be summarily rejected.

34. 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

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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 / enched 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.

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35. Bidders will submit NOC from electricity supply companies and other concerned agencies 01 month before completion of agreement period. After obtaining NOC from the agency. The department shall take over back the possession from the Agency.
36. The successful bidder shall submit the proof of recharge of pre-paid meter to DUSIB by 15th of every month.
37. Contractor shall mandatory follow all the applicable laws and ensure that there should not be any theft or misuse of electricity for which criminal action shall be made by Discoms and the contractor is also liable for termination of contract after giving opportunity of hearing.

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ANNEXURE-V**Other Term & Conditions:**

1. That the licensee shall keep and maintain the said land and the site around the said land in a clean, proper and decent condition and shall not place the premises to be in a bad state of affairs during the currency of the period of license. The licensee shall neither in any manner damage the wall, floor or other structure of the said land nor cause any kind of obstruction, to the user of properties / land in vicinity in any manner whatsoever.
2. That the licensee shall charge such rates as may be approved by the licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.
3. That licensee shall maintain the said land in clean and hygienic conditions and shall conform to the rules, regulations, or bye-laws made in this regard by the municipal authority concerned.
4. That the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of public for parking. He shall employ sufficient number of employees and servants for rendering quick service to the persons and families.
5. That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the said land thereof without previous approval of the licensor.
6. That the licensee shall not display or exhibit pictures, posters, statutes or other articles which are repugnant to the morale or art of indecent, immoral or other improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
7. That the licensee shall not display or exhibit any advertisements or play-card or put upon any hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.
8. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.



9. That the licensee shall not be entitled to allow any other person to use the premises or to use any part thereof. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in case the goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may by public auction dispose of the same.

10. That the licensee shall pay the cost of light, power and water consumed by him at the said land as per the demand of the authorities concerned and at the time of expiry of contract will submit NO DUES certificate from such authorities.

11. That the licensee shall also pay all license or other fee or taxes payable to the government or municipal or local bodies concerned in connection with the business/ facilities at the said land

12. That if the licensee desires to close down the business within the period of license, he will have to serve a notice of 90 days in advance from the date he proposes to close down the business. Right to accept or reject such request shall remain with the DUSIB.

13. That notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.

14. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the and the general welfare and comfort of public.

15. That the licensor shall not be responsible for the safety of premises or facilities established thereupon or any other material or articles

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belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the said land from any cause whatsoever.

16. That the overall control of the said land and supervision of the facilities established thereupon shall remain vested with the licensor, whose officers or authorized representatives shall have access to at all reasonable hours to the said premises or any part thereof.

17. That the licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license specified herein.

18. That the licensor shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.

19. That on expiry of the period of the license or on determination or revocation of the license under the terms and conditions hereof, any belongings of the licensee found in said land shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or determination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amounts due to the licensor from the licensee and also after deducting cost of administration and auction of those belongings, and the balance, if any, shall be paid over to the licensee or his legal heirs, representatives, etc., as the case may be.

20. That in case, the facility on the said land is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the license shall stand determined automatically.

21. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of, over, in or upon the premises and the property of the licensor.

22. That the dealing of the licensee/his employees with the citizen/publics shall be polite and courteous and he shall not indulge in or suffer any antisocial activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the DUSIB or its employees.

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23. That if the licensee allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on this account.

24. That the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/ site in order to inspect and execute any structural repairs/ additions or alterations, at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any work relating to repairs/ additions/ alterations or other damages that may be caused during the course of installation of any fitting, fixtures, etc., or owing to the inspection of the premises.

25. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.

26. That the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of the licensee during the period of his license.

27. That the licensee shall not keep any animal or conveyance in or outside the premises.

28. That the licensee shall also comply with the Terms and conditions and instructions given in E-auction document. Any default of any condition specified in the schedule shall be deemed to be a default or violation of condition of this license.

29. That in case any amount becomes due against the licensee in respect of any matter covered under this license, the same shall, on, the failure

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of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.

30. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this license or recovery of any dues in respect thereof or connected therewith shall be exercised by Chief Executive Officer(CEO), DUSIB and the licensee shall have no objection whatsoever in this respect.

Additional terms and Conditions of License and Instructions

31. Nature of Usage Allowed by DUSIB:

32. The allowed usage for the said sites shall be for the purposes relating to parking only.

33. The site is given on license on 'AS IS WHERE IS BASIS'.

34. No pucca structure of any kind will be made/constructed/erected by the licensee in any space during the contract period failing which the contract shall be terminated.

35. That all such structures shall have to be removed by the selected licensee at the end of the contract period and site shall be returned to DUSIB in the same condition as on the time of handing over of site.

36. The licensee shall be responsible for safety and security at the said site.

37. All necessary permissions from local authorities and from different departments/agencies shall have to be obtained by the Licensee and DUSIB shall not be responsible in case of any default caused by the licensee. No remission in license fee will be allowed under any circumstances.

38. Specific Purpose for which the allotment, and the period of allotment shall be made will be specified in the Allotment Letter at the time of allotment. The Licensee can use the land only for such specific purpose, and no other purpose. The license shall be deemed to be cancelled on the date of expiry of license.

39. In case the Licensee fails to –

- (i) set-up and operationalize the parking site within the prescribed period of allotment, or

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(ii) Use the land for any other purpose, other than the purpose for which the allotment was made. The license and allotment shall be deemed to be cancelled / terminated, and the occupation shall be treated as illegal occupation. Further, the Licensee shall be liable to pay damages for such illegal occupation.

(iii) In case, the Licensee fails to handover peaceful possession of land upon the expiry of License or termination of License as the case may be, Security deposit shall be forfeited, and without prejudice to the rights of DUSIB to evict the occupier, the occupier shall be liable to pay damage charges for the period of such illegal occupation.

40. The License shall be non-transferable and non-renewable. Upon expiry of the License, the Licensee shall vacate and surrender peaceful possession of the premises, in good and habitable condition, to the Licensor. In case of failure to handover possession on due date, damages shall be levied.

41. The Licensee will abide with all Terms and Conditions of Tender Document and any deviation from these conditions will be considered as breach of contract and in such a scenario DUSIB will be at liberty to take any action against the Licensee.

IN WITNESS WHEREOF, the FIRST PARTY and the SECOND PARTY have signed this AGREEMENT, on the date first mentioned above in the presence of the following witnesses.

WITNESSES :-

1.

2.

FIRST PARTY

SECOND PARTY



ANNEXURE-VI

BID APPLICATION FORMAT ON LETTER HEAD

To

The Dy. Director,
Remunerative Cell,
Delhi Urban Shelter Improvement Board,
Punarwas Bhawan, Delhi-110002.

Sub: E-auction for allotment of contract of authorized parking sites under jurisdiction of DUSIB.

Sir,

1. I/we, the undersign has/have carefully examined the referred E-Auction document and offer to participate in the same , in full conformity with the said E-auction document along with all the Terms & Conditions.

2. I/we agree to abide by this proposal as per E-auction Terms & Conditions and our offer is valid for a period of Two years from the date of taking over the possession and further extendable for one year subject consent of competent Authority DUSIB and satisfactory performance of the firm and enhancement of bid price by 10% after each year.

3. I/we understand that DUSIB is not bound to accept any proposal and reserves the right to reject any proposal and that DUSIB will not defray any expenses incurred by us in bidding.

4. I/we have physically inspected the site/sites and I/we are fully aware of the parking site physical position.

5. After duly satisfying myself/ourselves of present physical position of the parking site(s), I/we are hereby submitting our bids for under mentioned parking sites and have deposited the requisite EMD (proof attached) as per the provisions of e-Auction document.

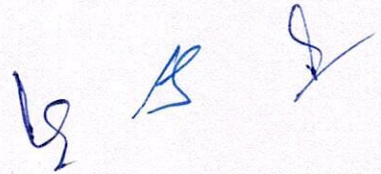
Sl. No. of the parking site	Name of the respective parking site as per annexure	Detail of EMD deposited by the of NEFT/RTGS/e-payment

Note: DUSIB reserves the right to make any change in the document anytime for which the decision of the DUSIB shall be final and binding on the bidder.

Declaration/Undertaking:

I/we have gone through and understand the contents of the E-Auction Document carefully. The information furnished by me/us is true to the best of my knowledge and nothing has been concealed there from. I/we have also read and understood carefully the terms & conditions of the allotment annexed herewith which, I/we shall abide by. I/we agree to the allotment of the parking site at the allotted site is being made on 'as is where is basis' and accept all terms and conditions of E-Auction document and shall be bound by the conditions given in the document.

Seen & accepted
Signature & name of the Authorized Signatory
(With Office Rubber Stamp)



ANNEXURE-VII

CHECK LIST

Sl. No.	Documents/Checks	Document/Proof Uploaded	
		Yes	No
1	Citizen of India proof attached	Yes	No
2	Proof of six months experience as contractor for parking site attached	Yes	No
3	Undertaking reg. not blacklisted in past attached	Yes	No
4	Undertaking as per Annexure	Yes	No
5	No due certificate obtained from RP Cell, DUSIB that there are no pending dues for more that 90 days.	Yes	No
6	Average annual financial turnover of the bidding firm / company or partnership firm or proprietorship firm during the last financial year ending on 31 st March alongwith Income Tax return	Yes	No
7	Undertaking that firm will obtain pre-paid electric connection at parking site	Yes	No
8	Bank Account details of Name of Bank, Branch, Account No. and IFSC Code etc.	Yes	No
9	Copy of PAN card of bidder/firm/company, issued by IT Department	Yes	No
10	Photo ID card of proprietor in case bidder is individual and all authorized partners of firm and all Directors of firm/company	Yes	No
11	Copy of GST registration and copy of GST Return of any quarter of the financial year 2023-24	Yes	No
12	Copy of EPF & ESIC Registration or Affidavits	Yes	No
13	Undertaking that bidder agrees with all terms and conditions of tender document.	Yes	No
14	EMD @ 2% of Reserve Price submitted online	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.

Name & Signature of Authorized Signatory

Stamp

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ANNEXURE-VIII**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 bankrupt/insolvent 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 Tender Document and fully agree with the Terms and Conditions specified in the Tender 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 parking site. I /we shall completely indemnify DUSIB on any liability arising on this count.
15. That I have inspected all parking sites for which I intend to bid and has estimated its potential of parking site, other conditions and DUSIB will not be responsible for any decline in potential of the site for any extraneous /unforeseen circumstances , what, so ever.

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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.

Name & Signature

Deponent

Verification:

Verified at Delhi on this _____ day of _____ 2022 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of is false and nothing has been concealed therein.

Name & Signature

Deponent

[Handwritten signatures in blue ink]

**TENDER/BID DOCUMENTS
SCHEDULE OF REQUIREMENTS**

**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.
 - c) That up-to-date return of Income tax department have been duly filed & no dues are pending. Further, all Govt. dues including GST, Income Tax shall be paid by me / us. DUSIB will not be responsible GST & Income Tax etc. of defaulter such payment during the possession of parking site.
 - 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.

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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

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ANNEXURE-X

Sl. No.	Location of site	Area of land (Sq. mtr.)	Reserve price (in Rs.) per annum	EMD (In Rs.)
1	Vacant land measuring 668.90 sqm as parking site at 202/XV, Basti Tent Wali Motia Khan	668.90	5,36,056.00	10721.00
2	Vacant land measuring 3035.16 sqm as parking site at Block E-2, Nanad Nagri near Punarwas Bazar	3035.16	24,10,363.00	48207.00
3	Vacant land measuring 707.00 sqm as parking site near Mohalla Clinic & Block-5, Kichripur	707.00	5,73,144.00	11463.00
4	Vacant land measuring 1318.00 sqm as parking site near SBI at Gazipur Dairy Farm, Delhi	1318.00	8,02,222.00	16044.00

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ANNEXURE-XI

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

Sl. No.	Name of the parking site/Marriage Chunk**	Licence Fee	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: _____

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