

E-Tender Form
For
Parking Contract
At
Dilli Haat, Pitampura, TV Tower,
Road No. 41,
New Delhi-34



Delhi Tourism & Transportation Development Corporation Ltd.

(A Government Undertaking)

Dilli Haat, Pitampura, TV Tower, Road No. 41

New Delhi-34



Delhi Tourism & Transportation Development Corporation Ltd.

(A Government Undertaking)

Dilli Haat Pitampura.

Starting date for downloading of tender	Time ...12.00pm dt. 11 May 2017
Bid submission start date:	Time ...12.00 pm dt. 11 May 2017
Last date of downloading of tender	Time... 3.00 pm date: 01 Jun 2017
Bid submission end date:	Time...3.00pm date: 01 Jun 2017
Technical Bid opening date:	Time.... 4.00 pm date..01 Jun 2017
Date & Time of financial bid:	Time ...4.00pm dated 06 Jun2017

Delhi Tourism & Transportation Development Corporation Ltd.

(A Government Undertaking)

Dilli Haat, Pitampura, TV Tower, Road No. 41

New Delhi-34

Telephone No. 27310192/ 27315604 (Fax)



Delhi Tourism & Transportation Development Corporation Ltd.

(A Government Undertaking)

Dilli Haat Pitampura

**E-APPLICATION BY THE TENDERER FOR GRANT OF LICENSE FOR TWO YEAR
FOR PARKING AT DILLI HAAT, PITAMPURA**

Financial Bid

A. Particulars of the tenderer:-

1. Name in Block Letters
2. Name of Father / Husband
3. Age
4. Full Address (Resi)
5. Addresses (Occupational)

B. Particulars of Parking site:

Parking arrangements for cars - 232 cars

Parking arrangement for Scooters 210 nos.

C. Particulars of Tender:-

Amount of License fee (In figure per month).....

In words

Signature

Name

Telephone no.....

Address.....

.....

I / we the undersigned being the tenderer as mentioned above, hereby apply to the DTTDC for allotment of the Parking Site described above in accordance with the terms and conditions of the allotment by tender. I/We have read and understood terms and conditions of the tender and hereby unequivocally accept the same I/We shall pay the license fee and furnish the required documents in the form prescribed in accordance with terms and conditions of tender. I/We have inspected the Parking Site for which tender is being submitted.

I/We shall peacefully vacate the Parking Site as and when called upon by DTTDC to do so without demur.

Signature of Tenderer

Or on behalf of the applicant/ tenderer

Dated:

Place:



Delhi Tourism & Transportation Development Ltd.

(A Government Undertaking)

Dilli Haat Pitampura

TERMS AND CONDITIONS OF TENDER FOR THE GRANT OF LICENSE FOR COLLECTING PARKING CHARGES AND FOR RUNNING PARKING SITE AT DILLI HAAT PITAMPURA

1. General Conditions

1. The tender document can be downloaded from <https://govtprocurement.delhi.gov.in/> website of Delhi Government..
2. Change in the constitution / share holding license will not be allowed under any circumstances.
3. The reserve price of parking tender has been kept Rs.2 lakh (**Rs Two lakhs**) plus service tax/ Applicable Tax per month. Any tender with a bid lower than reserve price shall not be considered under any circumstances
4. The tender should be accompanied with a **bank draft of Rs. 8 lakhs (Rs Eight Lakh Only) as earnest money deposit in favour of Delhi Tourism & Transportation Development Corporation Ltd..** In case of successful tenderer this amount would be converted into interest free security deposit.
5. The license fee shall be increased by 10 percent for the next year on monthly basis i.e. after completion of every one year of services
6. The tenderer shall also be required to attach copies of term deposit receipt or copies of up to date pass book of any bank account he holds in his favour to enable the accepting authority to assess his financial status.
7. The tenderer is required to attach the residential proof with Tender Form.
8. In case the tenderer is running any other parking site on contract at present he is required to submit no dues certificate from the concerned local body / organization along with tender form, failing which he would stand disqualified.
9. Before giving tender, the intending tenderer may inspect the site and satisfy himself about the location, area and its business prospect.

10. The bid shall be valid for a period of 6 months from the date of opening of tenders.
11. The tenderer should indicate his permanent account no. and attach a photocopy of the PAN along with the bid.
12. The taxes as applicable at the time of allotment or during the contract in force shall be payable by successful bidder.
13. Particular of Parking Site:

Parking arrangement for Cars- 232 cars.

Parking arrangement for Scooters - 210 nos.
14. That the persons employed by the tenderer shall at all times and for all purposes shall be the employees of the tenderer who shall alone be liable and responsible for payment of all kind of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from DTTDC.
15. That it is responsibility of the tenderer to ensure that all persons deployed by it will be efficient, skilled, hones and conversant with nature of work.
16. That the tenderer shall make arrangement to issue identity cards to each of its staff, Supervisor for entry into the licensed premises. The identity cards shall be issued by the contractor at its cost. Security staff of the licensor shall be at liberty to exercise check on any of its staff, supervisors while entering the premises, during the work and while leaving from the premises.
17. That it shall be the responsibility of the tenderer to ensure that the character antecedents of such personnel deployed for work have been duly verified by the Police Authorities and shall produce such police verification on demand.
18. That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises with the meaning of public premise (eviction of un-authorized Occupant Act 1971 or such acts as may be in force from time to time in this behalf.
19. That the successful tenderer shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to

DTTDC on expiry, revocation/ termination of the license to be granted. If he fails to handover the peaceful possession of the premises or on expiry of termination / revocation of the license, the DTTDC has a right to charge damages for illegal use and occupation of the premises @ Rs. 5,000/- per day till such time the premises is vacated by the successful bidder.

20. That in case of any disputes the decision of MD/CEO; DTTDC shall be final and binding on both the parties.
21. That the successful bidder shall not employ men below the age of 18 years.
22. That the agreement can be terminated by either party by giving three months notice without assigning any reason thereof.
23. That all the correspondence will be addressed to the MD/CEO, Delhi Tourism & Transportation Development Corporation Ltd.
24. That the DTTDC shall continue to have all rights and control over the licensed premises as its licensor.
25. The tender document as well as the correspondence relating to the tender shall be read as part and parcel of the License Deed and all the commitments made there will be complied with by the successful bidder.
26. The monthly charges as mentioned in Para No. 3(Parking Charges) would be restricted to the successful bidder of Pitampura Dilli Haat only.
27. That it is the liability of the successful bidder to pay any compensation to the tourist/ visitor or any other person or persons for any injury/ damages caused in the event of accident during the time of vehicle parked in the licensed premises. DTTDC shall not be liable to pay any compensation to the tourist / visitors/ or any persons(s) for any injury/ damages caused in the event of accident during the time vehicle parked in the parking site.
28. That the successful bidder shall keep DTTDC totally indemnified and harmless against all claims, damages, dues, payments, fines, penalties, demands compensations, liabilities and other losses etc. which may incur on account of non compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the vehicle or life of the tourist/ visitor on any account.

- 29.** A proper record of the all the vehicles using parking lots shall be maintained by the successful bidder and produced for inspection to the Chief Manager (DHPP) or any other officer from time to time at the discretion of the management.
- 30.** The successful bidder should obtain permission from the competent statutory authority, if required, and comply with all the requirements of law in force at the given time and also taxes if any, including service tax.
- 31.** The successful bidder shall maintain the parking area and facilities in good and clean condition.
- 32.** The parking area shall not be operational during 11.00 p.m. to 7.00 a.m however; facility for parking for the duration including night shall be available. Maximum 100 (One hundred) cars and 75 (seventy five) two wheelers can be parked inside the parking during night shift (from 11.00pm to 7.00 a.m.) operator will maintain a register indicating the particulars of owner of the vehicle and the vehicle itself along with documentary proof and submit the copy of the same to the office of DHPP on monthly basis. In case, at any point of time during any month, the night parking during any month, the night parking is found more than the allowed number of vehicle, Rs. 5000/- (Rs. Five thousand only) per car and Rs. 2,000/- (Two Thousand only) per two wheeler will be charged from the operator as penalty for that particular month in which the said discrepancy is found. In any case during night shift, unless prior approval of DTTDC is taken and timings of shift for reporting of man power at the project site are as follows:-
- Ist Shift: 7.00 am. To 3.00 pm.
- Second Shift: 3.00 pm to 11.00 pm.
- Night Shift: 11.00 pm to 7.00 am.(Parking Not Operational)
- 33.** Under no circumstances, the successful bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor/ successful bidder have violated these conditions, the contract will be terminated forthwith without notice, by the authority that has approved the award of contract.
- 34.** It will be the responsibility of the successful bidder to ensure that full payment is made to the workers as per the minimum wages or statutory wages/ rate fixed by the Govt. of NCT of Delhi and the Department will not be responsible for any lapses of the contractor in such matters.
- 35.** The traffic guards/ supervisor will ensure complete adherence of traffic plan of the DTTDC. They will guide and help all the visitors/ persons in parking their vehicle properly as per the plan. Their duties will also include collection of parking charges from the visitors as decided by the DTTDC.

36. In case single tender is received, MD & CEO DTTDC reserves the right to accept/ reject the single tender so received.
37. The tenderer should bid the amount by considering its entire revenue potential. DTTDC will not be responsible for any decline in the revenue at the parking site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the DTTDC without any kind of response to the successful bidder & he shall not be entitled to make any claim / remission on that account.
38. That once demarcated area is fully occupied, the board indicating “**PARKING IS FULL**” is to be placed at entrance of parking by the successful bidder.
39. The successful tenderer shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as MCD, Delhi Govt and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by DTTDC from time to time.
40. That the tenderer shall also pay the entire license or other fees or taxes including property tax payable to the Central/ State Government or Municipal or local bodies or DTTDC concerned in connection with the regulation/monitoring/management of the business of parking.
41. Any damage to the parking site or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor.
42. For the purpose of this tender MD&CEO, DTTDC or any other officer, authorized by him/her, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.

43. **Jurisdiction of Courts**

All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only

43 **Force Majeure:**

a) The bidders shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade,

revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion.

b) If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

c) That Security Deposit may not be invoked in case of force majeure situations.

44 The successful tenderer shall be liable to pay the property tax to DTTDC in respect of portion allotted to him/under his occupation, as may be assessed by the Municipal Authority/demand raised by DTTDC from time to time at present the property tax payable is Rs 1 lakh (Rs ONE LAKH only) approximately per month.

45. Dispute Resolution:

- a. Any dispute and or difference arising out of or relating to the contract will be resolved by referring the same for adjudication to a sole Arbitrator to be appointed by the MD & CEO, DTTDC.
- b. The award of sole arbitrator shall be final and binding on all the parties. The Arbitrator proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of arbitration shall be borne by the respective parties in equal proportions.

46. The proposal of the Applicant will not be considered, if he fails to fulfill the requirements/conditions mentioned below:-

- i. The Applicant who has earlier been debarred or black listed by DTTDC or any entity of GOI or GNCTD or black listed by any state government or central government/departments/agency in India from participating in bidding process shall not be eligible to submit a proposal.
- ii. The Applicant should not be a defaulter with DTTDC/and/ or Delhi Government or Central government.

- iii. If the Applicant has been issued any final show cause notice pertaining to any dispute with DTTDC or the Government and its status at the time of submitting tender/RFP/RFQ.
- iv. If the applicant fails to disclose projects earlier taken with DTTDC/Government as well as execution, if not fulfil in time and for which he has no explanation.
- v. No proceedings should be pending before any forum/tribunal/courts/commission. If so, nature and details of such dispute be stated specifically.
- vi. Have failed to comply with request and demands made by the corporation in spite of final show cause notice issued to them.
- vii. Those agencies or its constituents whose assignments had been terminated by DTTDC in the past for default or breach of contract or violation of terms and conditions agreed with DTTDC.
- viii. Non disclosure of the information and or with holding of such information shall amount to disqualification in participation in the bid or tender of DTTDC.

2. Tendering & Submission of Document

- 1. The tender shall be granted for collection of parking charges and running of parking site, on monthly license fee basis for a period of two years
- 2. The accepting authority of tender i.e. the MD/CEO, DTTDC may withdraw the Parking Site without assigning any reason from the tenderer at any stage.
- 3. The person whose tender is accepted by the Competent Authority shall not be permitted to withdraw his tender. If withdraws, EMD will be forfeited.
- 4. The competent authority shall be entitled to reject any tender without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the tender is not accepted by the competent authority the earnest money deposited at the time of tender shall be refunded to the tenderer without any interest.
- 5. While finalizing the tenders, the accepting authority i.e. the MD/CEO, DTTDC may also at her/his discretion, form a panel (waiting list) from among the tenderers in accordance with the amount tendered by them. In case of failure of the successful of his tender or contract, as the case may be, MD/CEO, DTTDC

would be well within his/ her right to allot the site to the next tenderer on the panel instead of re-tendering it. The accepting authority reserves the right to include or exclude the name of any intending tenderers on the panel. The decision of accepting authority shall be final and binding on the intending tenderers.

6. (a) The allotment cum demand letter will be issued to the highest tenderer after acceptance of the tender by the competent authority and he would be required to deposit the three months license fee (advance) along with applicable service tax within 15 days of its issue of the demand letter. No interest is payable on this advance license fee. The advance license fee can be adjusted only against last three months license fee of the contract period, subject to no dispute of payment pending towards the tenderer.

7. In case the highest tenderer fails to pay three months license fee within 15 days from date of issue of allotment cum demand letter, the offer shall stand cancelled and the Earnest Money shall stand forfeited. The accepting authority then may allot the site to the next highest tenderer on the panel or to re-auction/tender the parking site.

- 8.(a) The successful bidder would be required to execute a license deed on a non-judicial stamped paper worth Rs.100 with the DTTDC as per draft of agreement annexed, before taking over possession, and within 15 days of issue of allotment cum demand letter .
 - (b) The license would be required to make payment of license fee in advance by post dated cheques over the agreement period. In case of failure to deposit the license fee in time, interest @ 15% p.a will be charged from the due date of the deposit until the date of deposit. In case of delay up to 15 days, interest shall be payable for 15 days, and for delay more than 15 days (up to 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the dues date, the license shall be deemed to be cancelled. DTTDC reserves the right to make deduction from the earnest money in case of failure of the licensee to comply with any provisions of the agreement/ tender.

 - (c) The license fee along with applicable service tax shall be due from the date of signing of the agreement or from the date of taking over of the Possession of Parking area by tenderer, whichever is earlier

 - (d) The contract, if awarded, shall be initially for the period of two years from the date of issue of commencement letter subject to continued satisfactory performance. The initial period of two years can be further extended up to one years, subject to satisfactory services at the sole discretion of the office of DTTDC.

9.

3. PARKING CHARGES

- a) The highest tenderer shall be entitled to charge the parking charges only in accordance to the schedule of rates which are as under:-

S.No.	Type of vehicle	Rate in Rs up to 3 hours.	Rate in Rs 3-5 hours	Rate per vehicle more than 5 to 8 hours	Monthly charges 12/24 hours in rs.
1.	Cycles	2/-	5/-	10/-	100/- flat
2.	2 wheelers	20/-	30/-	40/-	400/800
3.	Auto rickshaw	20/-	30/-	40/-	800/- flat
4.	4 wheelers/taxi	30/-	40/-	60/-	1000/2000

- b) He will display the above rates, his address and validity period of license on notice board at a conspicuous places at the sites of information of the public
- c) The rates/charges and vehicular composition are subject to change/revision upwards and downwards as per direction of the authorized official of DTTDC.
- d) The agency will also enter the number of the vehicle and time of entry in the parking ticket and also in the stub maintained by him/her/themselves.
4. The tenderer/ licensee shall have no right or interest in the licensed parking site and the legal possession of the parking site shall always continue to vest with the DTTDC.
5. The licensed parking sites shall not be used or permitted to be used for any other purpose. Whatsoever except parking of cars, scooters, cycles and for which authorization has been issued.
6. The use of the parking sites by the successful bidder will be subject to the following restrictions:-
- a. That the site is not to be used for parking heavy vehicles like truck and tempos etc. unless permitted by DTTDC.

- b. Arrangement for maintaining the parking site in a state of repair and lighting of the parking site are to be made by the successful bidder at his own costs.
 - c. The repairing and servicing of vehicles in the parking area will not be permitted.
 - d. The parking site will not be permitted to be used by hawkers, betel or cigarettes seller, cold drinks and tea vendors.
 - e. The successful bidder will quit the site peacefully after the expiry of license or on its cancellation.
 - f. The successful bidder is required to maintain a complaint book at the site. The authorized representatives of DTTDC would be free to check this complaint book any time.
 - g. The parking site will not be used permitted to be used for exhibition/display or any hording advertisement etc, and no indecent obnoxious or such other activity as may cause nuisance/ embarrassment to general public shall be carried or permitted to be carried in the parking site.
7. The tenderer/ shall not induct any other person in the licensed parking site and not allow the same to be used by any other person.
 8. The tenderer shall abide by all the rules and bye-laws of the MCD and of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition.
 9. The tenderer shall be granted license for a period of two years from the date of handing over the authorizations in respect of the parking sites, subject to/ the terms & conditions of license deed and the conditions enumerated herein.
 10. The tenderer shall not object to any construction in or around the site that is considered essential by DTTDC.
 11. No addition, alteration or change except what is in accordance with paragraph 6 shall be done by the successful bidder in / up to the licensed site.
 12. Vehicle will not be allowed for parking on circulation service road.

13. In case of any increase in the rates of parking by DTTDC, the monthly license fee shall also be revised proportionately and the decision of MD. DTTDC shall be final in this regard and binding on the successful bidder.
14. DTTDC officers/ officials will have free access to the parking site for the purpose of inspection.
15. The tenderer shall be liable for any damage/loss theft of any vehicle or any property of user to the parking. The DTTDC will not be a party to any dispute between successful bidder and third party.
16. In case it is established that the tender or license is charging over and above the prescribed rates as stipulated in the terms and conditions prescribed herein and also in case of any misuse of the premises other than the parking or for violation of any other conditions of license, the license of parking may be cancelled without notice and earnest money will be forfeited.
17. The agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, propriety information on the DTTDC's/Dilli Haat, Pitam Pura's business or security arrangements (including but no limited to Assignment Instructions, Schedules and other subsequent Agreements.
18. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of DTTDC's information.
19. If the contractor receives enquiries from press/News/Media/radio/Television or other bodies/persons, the same shall be referred by the contractor to DTTDC immediately on receipt

I have read and understood the above conditions and the same are accepted by me/us.

Signature of the applicant

His/her behalf of her

husband/wife/intending

Tender licensee above Name

