
 Delhi Tenders		eTendering System Government of NCT of Delhi		
Tender Details				
			Date : 23-Dec-2024 04:54 PM	
 Print				
Basic Details				
Organisation Chain	DTTDC Non Engineering Tourism			
Tender Reference Number	203.DHPP/DTTDC/2023-2024/PF			
Tender ID	2024_DTTDC_267079_1	Withdrawal Allowed	Yes	
Tender Type	Open Tender	Form of contract	Works	
Tender Category	Services	No. of Covers	2	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	
Payment Instruments		Cover Details, No. Of Covers - 2		
Offline	S.No	Instrument Type	Cover No	
	1	Demand Draft		
			Cover	
			Document Type	
			Description	
	1	Fee/PreQual/Technical	.pdf	Tender Security (EMD) of Rs 2.00 Lakh in favour of DTTDC as per tender
			.pdf	Power of Attorney for signing of Tender documents, as applicable
			.pdf	PAN card of the applicant/company
			.pdf	Income Tax Returns for last 3 (three) years
			.pdf	Letter of Application in the prescribed format Form A along with Annexure and supporting Doc
			.pdf	Other applicable Certificates like satisfactory Work Completion Certificate etc as per tender
			.pdf	An Affidavit on Rs.100.00 Stamp paper that the Entity is not blacklisted debarred as per tender doc
			.pdf	GST Registration Certificate Shops Establishment registration certificate as per tender

		.pdf	Profession Tax Registration Certificate as per tender
2	Finance	.pdf	Financial Bid
		.xls	Checklist

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	2,00,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	DTTDC Ltd.	EMD Payable At	New Delhi

[Click to view modification history](#)

Work /Item(s)

Title	Selection of Operator for Operation				
Work Description	as per tender document				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	30,00,000	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	365
Location	DHPP	Pincode	110034	Pre Bid Meeting Place	DTTDC Head Office
Pre Bid Meeting Address	DTTDC, 18A, DDA, SCO Complex, Defence Colony, ND	Pre Bid Meeting Date	27-Dec-2024 12:30 PM	Bid Opening Place	DTTDC, 18A, DDA, SCO Complex, Defence Colony, ND
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	24-Dec-2024 10:00 AM	Bid Opening Date	15-Jan-2025 03:30 PM
Document Download / Sale Start Date	24-Dec-2024 10:00 AM	Document Download / Sale End Date	15-Jan-2025 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	24-Dec-2024 10:00 AM	Bid Submission End Date	15-Jan-2025 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Selection of Operator for Operation and management of underground Parking at Dilli Haat Pitampura	135.40

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	FB.pdf	Financial Bid	146.20
	2	Additional Documents	checklist.xls	Checklist	19.50
	3	Tender Documents	Tender.pdf	Tender	848.06

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	kaushikajay1968@gmail.com	Ajay Kumar Kaushik	AJAY KUMAR KAUSHIK
2.	sagarsanjo@yahoo.co.in	Sanjeev Chugh	SANJEEV CHUGH
3.	vkpfreemason@yahoo.co.in	Vikrama Paul	VIKRAMA KUMAR PAUL

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

Tender Inviting Authority

Name	Manager (Dilli Haat Pitampura)
Address	DTTDC, 18A, DDA, SCO Complex, Defence Colony, ND

Tender Creator Details

Created By	Vikrama Paul
Designation	AM
Created Date	23-Dec-2024 04:41 PM

NOTICE INVITING

E-Tender

For

Parking Contract

At

Dilli Haat, Pitampura, T V Tower, Road No.41,

New Delhi-34

Delhi Tourism & Transportation Development

Corporation Ltd.

(A Government Undertaking)

Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)

Event Description	Date
Starting Date of downloading of tender	24.12.2024 at 10.00 A.M.
Tender submission start date	24.12.2024 at 10.00 A.M.
Pre Bid Meeting	27.12.2024 at 12.30 noon
Last date for receiving queries	01.01.2025 at 01.00 P.M.
Last Date of Clarification on Queries	Shall be intimated before last date.
Last Date of Downloading of Tenders	15.01.2025 at 03.00 P.M.
Tender Submission end Date	15.01.2025 at 03.00 P.M.
Technical Tender Opening Date	15.01.2025 at 03.30 P.M.
Date & Time of Financial Tender Opening	Shall be intimated.

Delhi Tourism & Transportation Development Corporation Ltd.

(A Government Undertaking)

Dilli Haat Pitampura

Delhi Tourism and Transportation Development Corporation Ltd. invites proposals through e-procurement solution from eligible Tenderers for the following work:

Name & Location of work	Earnest Money Deposit	Period during which EMD and other documents shall be submitted	Tender Due Date	Time & date of Opening of Tender
Selection of Operator for Operation and management of underground Parking at Dilli Haat Pitampura	Rs.2.00 Lakh In favor of "Delhi Tourism and Transportation Development Corporation"	24.12.2024 at 10.00 AM to 15.01.2025 at 3.00 P.M.	15.01.2025 at 3.00 P.M.	15.01.2025 at 3.30 P.M.

**Manager (DHPP),
DTTDC**

Delhi Tourism & Transportation Development Ltd.
(A Government Undertaking)
Dilli Haat Pitampura

DISCLAIMER

The information contained in this Tender document or subsequently provided by or on behalf of the DTTDC by any of their employees or advisers, whether verbally or in writing is provided to bidder on conditions set out in this Tender Document and any other terms and conditions subject to which such information may be provided.

This Tender Document is not an agreement and is neither an offer nor invitation by the DTTDC to the prospective Tenderers or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. This Tender document includes statements, WHICH REFLECT VARIOUS assumptions and assessments arrived at by the DTTDC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

This Tender Document may not be appropriate for all persons, and it is not possible for the DTTDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, or adequate. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender Document and obtain independent advice from appropriate sources. Information provided in this Tender Document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The DTTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The DTTDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability, or completeness of the Tender Document and any assessment, assumption, statement, or information contained therein or deemed to form part of this Tender Document or arising in any way in this selection Process.

The DTTDC also accepts no liability of any nature whether resulting from negligence or otherwise however cause arising from reliance of any tender there upon the statements contained in this Tender Document.

The issue of this Tender Document does not imply that the DTTDC is bound to select a Tenderer or to appoint the selected Tenderer, as the case may be, and the DTTDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DTTDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Tenderer and the DTTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal regardless of the conduct or outcome of the Selection Process.

**TERMS AND CONDITIONS OF TENDER FOR OPERATION AND
MANAGEMENT OF UNDERGROUND PARKING SITE
AT DILLI HAAT PITAMPURA**

1. General Information

- 1.1 Date of release of Tender Document through E-procurement solution: 24.12.2024 at 10.00 A.M.
- 1.2 The tenderers can participate in bidding process online. The intending Tenderer must read the terms and conditions of the Tender Document carefully.
- 1.3 He should only submit his tender if he consider himself eligible and is in possession of all required documents.
- 1.4 Information and instructions for Tenderers posted on website shall form part of Tender document.
- 1.5 The Tender Document consisting of set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in>
- 1.6 The tender can only be submitted after uploading the mandatory scanned mentioned in tender documents.
- 1.7 Tenderers not registered on the website mentioned above are required to get registered beforehand. For registration on e-procurement website, tenderers may contact e-procurement help desk at 6th Floor, C-Wing, Vikas Bhavan - II, (Near Metcalfe House), Civil Lines, Delhi - 110054. Phone: 011 - 23813523 (Monday to Friday, 9.30 AM to 06.00 PM). If needed they can be imparted training on online tendering process as per details available on the website.
- 1.8 The Tenderer must have valid class-III digital signature to submit the tender. Such digital signature must be issued in the name of Tenderer or its authorized signatory.
- 1.9 On opening date, the Tenderer can login and see the tender opening process.
- 1.10 Tenderer can upload documents in the form of JPG format and PDF format.
- 1.11 The Tenderer should quote his offer in the column meant for quoting rate in figures.
- 1.12 Bidders failing to comply with the registration or document submission requirements shall be subject to immediate disqualification from the bidding process, rendering their bid ineligible for consideration by the Competent Authority, without prejudice to any other legal remedies available to the authority.

1.13 DTTDC reserves its right to verify the authenticity of the experience and turnover certificates provided by the bidders at any stage.

1.14 Maintenance requirements:- It will be responsibility of the successful bidder to keep the parking space neat & clean at his own cost. The successful bidder will also maintain the parking space as it will be at the time of taking the possession. Manager/ Dy. Manager/Ch. Manager/In Charge of Dilli Haat PP will be the sole authority to verify the condition of the parking space.

2. Finance Related Information

2.1 The minimum reserve price of parking tender has been kept as **Rs. 2.50 Lakh** plus Goods & Service tax/ other Applicable Taxes per month.

2.2 Any tender with a bid lower than reserve price shall not be considered under any circumstances.

2.3 The tender should be accompanied with a bank draft of **Rs 2.00 Lakh as earnest money deposit** in favor of Delhi Tourism & Transportation Development Corporation Ltd.

2.4 **Security Deposit:** Successful tenderer will have to deposit a Security Deposit of Rs.3.00 Lakh in terms of Demand Draft/Online Transaction. The Security amount will be refunded after 90 days of Contract period expired.

2.5 The Security amount will be refunded without any interest.

2.6 **Increment of License Fee:** The license is initially for a period of one year which is further extendable for one year on sole discretion of DTTDC. The license fee shall be increased by 20% for the next year on monthly basis i.e., after completion of every one year of services.

3. Project Information

As a part of DTTDC endeavor to promote exposition of Indian Art, Crafts, Culture & tradition and to provide a different and joyful environment to visitors, DTTDC has mooted the concept of developing "Dilli Haats" at various locations in Delhi such as INA Market, Pitampura and Janakpuri.

Dilli Haat Pitampura has been developed by DTTDC on land allotted to it by DDA which is spread across 7.2 **acres** and has Craft stalls, Amphitheatre, Exposition Hall, Food Court, and Banqueting Facility etc.

Dilli Haat Pitampura is close to Netaji Subhash Place Metro Station and has proximity to corporate offices.

Particular of Parking Site: The Parking area is under-ground of Dilli Haat PP

- Parking arrangement for Cars- 232 cars.
- Parking arrangement for Scooters - 210 nos.

Through this Tender Document, DTTDC intends to select an “Agency for Operation & Management of underground Parking for “Dilli Haat Pitampura” (hereinafter referred to as “Project”).

4. Eligibility Criteria:

4.1 The Applicant can be a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or a sole proprietorship firm or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008

4.2 Minimum work Experience: Minimum 3 Year Experience in operating and Managing Government Parking.

4.3 Average Turn Over: Average turn over of Rs 50.00 lakh (in last 3 financial years i.e 2021-22, 2022-23 & 2023-24). A certificate from CA will be required. CA registration number and Stamp should be on these documents. Documents must reflect CA’s UDIN.

4.4 Similar Project Experience–Entity must have completed/or running at least 3 (Three) similar parking projects during last 5 years of Minimum 11 Months each. Any single project of more than 11 months will be considered as one Project.

4.5 Not Being Blacklisted: Tenderer should not have been blacklisted during last 3 years by any of the State or Central Government or any Government organization.

5. List of Documents: List of Documents to be scanned and uploaded within the period of tender submission

5.1 Tender Security (EMD) of **Rs 2.00 Lakh** in favour of Delhi Tourism and Transportation Development Corporation Ltd. in form of DD issued by nationalized/scheduled bank payable at New Delhi (Demand Draft issued by a cooperative bank will NOT BE ACCEPTED under any circumstance)

5.2 Power of Attorney for signing of Tender documents, as applicable

5.3 PAN card of the applicant/company

5.4 Income Tax Returns for last 3 (three) years.

5.5 Letter of Application in the prescribed format (Form - A) along with Annexure and supporting Documents.

5.6 GST Registration Certificate; Shops & Establishment registration certificate ((MOA/Partnership Deed/other requisite Certificates)

5.7 Profession Tax Registration Certificate, and any other registration certificate under any relevant act.

5.8 Other applicable Certificates like satisfactory Work Completion Certificate, Proof of operation of eligible projects being claimed by the Tenderer.

5.9 An Affidavit on Rs.100.00 Stamp paper that the Entity is not black-listed/debarred by any Government Department/Public sector undertaking during last 3 years.

6. Bid Submission:

All the documents mentioned above shall have to be scanned and uploaded on E-procurement site. The original EMD along with Physical copy of the technical bid only shall be submitted in a sealed envelope as mentioned in tender document. The Scanned copies must be clear and visible.

6.1 Tender documents must be submitted in 3 envelopes A, B & C. Envelop A must contain EMD proof and technical qualification documents. **Envelop A must be Marked as “TECHNICAL TENDER FOR OPERATION AND MANAGEMENT OF UNDERGROUND PARKING SITE AT DILLI HAAT PITAMPURA**

6.2 **Envelop B** must contain Financial Bid and marked as **“FINANCIAL TENDER FOR OPERATION AND MANAGEMENT OF UNDERGROUND PARKING SITE AT DILLI HAAT PITAMPURA”** .

6.3 Both these envelop should be in another **Envelop C** and marked as **“ TENDER FOR OPERATION AND MANAGEMENT OF UNDERGROUND PARKING SITE AT DILLI HAAT PITAMPURA”**

6.4 Technical Bid Envelop must not have any financial Bid Documents.

The documents should be sent at

To

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Delhi Tourism and Transport Development Corporation Ltd
18A, SCO Complex, Defence Colony, New Delhi - 110024

7. Evaluation of Bid: Financial bids of only those bidders will be considered whose technical bid is declared qualified.

7.1 Tenderers should quote license fees in Indian Rupees only excluding all taxes, duties, levies, property tax on pro-rata basis, insurance, transportation etc., applicable for complete scope of work.

7.2 Tenders shall be evaluated on basis of the quoted license fees for the services mentioned in Scope of Work for the contract period.

7.3 Tenderer must note that there will be an increment of 20% of License fee every year after first year of operation. In case the contract is extended by DTTDC upon the satisfactory completion of work by the successful bidder.

8. Responsibility of Successful Bidder:

8.1 The tender is for the selection of Agency for Operation and Management of underground parking of Dilli Haat Pitampura. The Main Scope of work is mentioned below but is not exhaustive.

- 8.2 The Successful Bidder shall deploy sufficient manpower at Dilli Haat Pitampura Premises for smooth operation of parking activities.
- 8.3 The Successful Bidder shall provide the detailed list of personnel deployed to Operate and Manage the Parking area with their name, address and other contact details.
- 8.4 DTTDC has the right to ask operator to remove any person who is considered to be undesirable or otherwise.
- 8.5 The Successful bidder will provide name, contact number and address of Nodal Officer /Project Manager who will be a single point of contact.
- 8.6 Successful bidder will make arrangement for proper security of Vehicles.
- 8.7 Successful bidder will display proper Entry and exit signage.
- 8.8 Successful bidder, with the consultation of DTTDC staff shall mark the pillars with numbering so that those who come for parking may identify the place easily.
- 8.9 Successful bidder has to arrange security for 24 hours, all seven days and all 365 days in a year.
- 8.10 Liquor within the premises will not be allowed. Successful bidder shall make sure that none of their staff consume liquor during duty time. Drunk staff shall not be allowed to perform their duty. If DTTDC finds any staff guilty of consuming Liquor or staff is found is drunk during the Job hours, concerned staff will be removed from parking area and Operator will be penalized.
- 8.11 All the Staff must be in proper uniform, with identity card.
- 8.12 Staff should be given a proper training on basic etiquette on guest handling.
- 8.13 Security Camera at entry and Exit Gate be installed by the Successful bidder. DTTDC will have the right of access of footage of these cameras.
- 8.14 The Staff of selected bidder will help in finding space and guide vehicle owners in parking their vehicle.
- 8.15 Security is the whole & sole responsibility of the Operator i.e Successful Bidder. Any loss of belongings of Vehicle owner will be the responsibility of Operator.
- 8.16 All the Staff deployed at underground parking of Dilli Haat Pitampura by the successful bidder will be the responsibility of Successful Bidder. DTTDC will have no liability or responsibility directly or indirectly of these staff.
- 8.17 The persons employed by the tenderer shall at all times and for all purposes shall be employees of the successful bidder 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.

8.18 Character Verification of all the Personnel deployed by the successful bidder/Operator shall be the responsibility of operator/Successful bidder and shall be produced to DTTDC or other competent authority on demand. Any misbehavior of the personal deployed by the Operator/Successful bidder will be the responsibility of Operator/Successful bidder.

8.19 A proper record of 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.

8.20 The successful bidder should obtain the requisite permissions from the competent statutory authorities and comply with all the requirements of law in force at the given time and also taxes if any, including GST.

8.21 The successful bidder shall maintain the parking area and facilities in good and clean condition.

8.22 Though Dilli Haat Pitam Pura is not operational during 11.00 p.m. to 7.00 a.m the 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 11.00 pm to 7.00 a.m.). The operator will maintain a register indicating the particulars of owner of the vehicle and the vehicle 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 is found more than the allowed number of vehicles, 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 month in which the said discrepancy is found. The timings of shift for reporting of manpower at the project site are as follows: -

- First 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.

8.23 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 has violated this condition, the contract will be terminated forthwith without notice, by DTTDC.

8.24 It will be 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.

8.25 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.

8.26 After the demarcated parking area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking by the successful bidder.

8.27 The successful bidder 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.

8.28 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 successful bidder, which shall be made good by the successful bidder.

8.29 The successful bidder acknowledges and agrees that any instance of negligence, default or failure to fulfill obligations under this contract shall be deemed a breach of contract. In the event of such breach the Competent Authority reserves the right to undertake any or all of the following actions without producing any other rights or remedies available under this contract or by law:-

- (a) Imposing penalties as specified in the contract, including but not limited to liquidated damages.
- (b) Exercising the discretion to terminate the contract, either wholly or partially.
- (c) Seizing the Earnest Money Deposit (EMD) and any other securities provided by the bidder.
- (d) Disqualifying the bidder from participating in future tenders or contracts with the DTTDC.
- (e) Initially legal proceedings to recover any losses or damages incurred due to the bidder's negligence or failure to perform.

8.30 Additionally, the successful bidder agrees to indemnify and hold harmless the DTTDC from any claims, liabilities, losses, damages, costs and expenses arising directly or indirectly from the bidder's negligence or breach of contract. This clause shall remain in force even after the termination or expiry of the contract and shall continue to bind the parties thereafter.

9. General Terms and Condition:

9.1 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.

9.2 The successful tenderer shall pay the license fee as bid by him demanded along with other fees, fees levies, taxes (**including property tax**) payable to the Central/ State Government or Municipal authorities/local bodies or DTTDC concerned in connection in respect of the portion of underground parking site (measuring 24406.6 Sq Meter) allotted to him in connection with the regulation/monitoring/management of the business of parking.

- 9.3 The tender shall be granted for collection of parking charges and running of parking site, on monthly license fee basis:
- 9.4 DTTDC may withdraw the tender in part or full without assigning any reason what so ever.
- 9.5 The accepting authority of tender i.e. the MD/CEO, DTTDC may withdraw the Parking Site without assigning any reason from the successful tenderer at any stage.
- 9.6 The person/Entity whose tender is accepted by the Competent Authority of DTTDC shall not be permitted to with draw his tender. If he withdraws, EMD will be forfeited.
- 9.7 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.
- 9.8 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 within the prescribed time in the tender.
- 9.9 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 or Authority may of re-tendering it. DTTDC reserves the right on Decision making in such scenario. The decision of DTTDC authority shall be final and binding on the intending tenderers.
- 9.10 The allotment letter will be issued to the highest license fee bidder after acceptance of the tender by the competent authority
- 9.11 The selected bidder has to deposit the four months license fee (advance) along with GST as applicable within 15 days of its issue of the demand letter.
- 9.12 1st Month license fee will be adjusted against this advance license fee. Remaining advance license fee will be adjusted only against last three months license fee of the contract period, subject to no dispute of payment pending towards the successful tenderer. No interest is payable on this advance license fee.
- 9.13 Successful bidder will have to pay their License fee with applicable taxes before 10th Day of every month.
- 9.14 In case the highest tenderer fails to pay four months license fee within prescribed duration 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.

- 9.15 The tender document 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
- 9.16 It shall be the liability of the successful bidder to pay any compensation to the visitors 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.
- 9.17 That the allotment is made on the licence basis and the parking space is Public Premises within the meaning of Public Premises (Eviction of Unauthorized Occupants) Act 1971 or such Act as may be enforced from time to time in this behalf.
- 9.18 The Court of Estate Officer, DTTDC shall have the jurisdiction to entertain any application in respect of any proceedings regarding eviction and recovery of damages under the agreement/licence.

10. Force Majeure:

- 10.1 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.
- 10.2 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.
- 10.3 That Security Deposit shall not be invoked in case of force majeure situations.
- 10.4 During Force Majeure period 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.

11. Dispute Resolution:

- 11.1 All or any dispute arising out or touching upon or in relation to the terms and conditions of the contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties

shall be settled amicably by mutual discussion, negotiation failing which the same shall be settled through the Courts of Delhi. The Courts at Delhi shall have the exclusive jurisdiction in all matters arising out of the contracts.

12. Proposal will be rejected or may not be Considered:

- 12.1 Hiding any information or providing wrong information to be eligible for bidding, shall lead to disqualification of the bidder.
- 12.2 The bidder who has earlier been debarred or black-listed by DTTDC/any state Government or Central Government/Department/ agency shall not be considered.
- 12.3 The bidder is a defaulter with DTTDC/and/ or Delhi Government or Central government.
- 12.4 The bidder 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.
- 12.5 Any proceedings are pending before any forum/tribunal/courts/ commission. If so, nature and details of such dispute be stated specifically.
- 12.6 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.
- 12.7 If during the period of contract, it is found that the successful bidder has provided wrong information or has not disclosed required information, the contract will be revoked. Performance Security amount will be forfeited and such bidder will be debarred for a period of three years.

13. License Agreement:

- 13.1 The successful bidder would be required to execute a license deed on a non-judicial stamp paper worth Rs.100.00 with DTTDC as per draft of agreement annexed, before taking over possession, and within 15 days of issue of allotment cum demand letter.
- 13.2 The successful bidder/Operator shall have to make the payment of monthly license fee in advance and must be deposited by 10th of Every month for successive month e.g License fee of July month must be paid by 10th July and so on. In case of failure to deposit the license fee in time, interest @ 15% p.a will be charged from the due date of 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 security deposit in case of failure of the licensee to comply with any provisions of the agreement/ tender.

- 13.3 The license fee along with applicable GST 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.
- 13.4 The contract, if awarded, shall be initially for the period of one year from the date of issue of commencement letter. The initial period of one year can be further extended up to one year, subject to satisfactory service at the sole discretion of DTTDC.

14. PARKING CHARGES

14.1 Operator shall charge the Parking charge as finalized by DTTDC from time to time. Currently DTTDC has below rate:

S.No.	Type of vehicle	Rate in Rs. Up to 4 hours.	Rate in Rs 4-8 hours	Rate in per vehicle more than up to 24 Hours	Monthly charges Rs.
1.	Cycles	2.00	4.00	10.00	100.00
2.	2 wheelers	20.00	40.00	100.00	800.00
3.	Auto rickshaw	20.00	40.00	100.00	800.00
4.	4 wheelers/taxi	30.00	60.00	150.00	2000.00

14.2 Operator will display a board with "name of the Operator, their address, agreement period and parking rates, at most visible place for the information of the public.

14.3 The rates/charges and vehicular composition are subject to change/revision upwards and downwards as per direction of the authorized official of DTTDC.

14.4 The agency will enter the number of the vehicle and time of entry in the parking ticket and also in the stub maintained by him/her/themselves.

14.5 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.

14.6 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.

15. **Restrictions:** The use of the parking sites by the successful bidder will be subject to the following restrictions:

15.1 That the site is not to be used for parking heavy vehicles like truck and tempos etc. unless permitted by DTTDC.

- 15.2. Maintaining and repair the parking site, if required, are to be made by the successful bidder at his own costs. The successful bidder will also maintain the parking space as it will be at the time of taking the possession. Manager/ Dy. Manager/Ch. Manager/In Charge of Dilli Haat PP will be the sole authority to verify the condition of the parking space.
- 15.2 Repairing and servicing work of vehicles in the parking area will not be permitted.
- 15.3 The parking site will not be permitted to be used by hawkers, betel or cigarettes seller, cold drinks and tea vendors.
- 15.4 The successful bidder will vacate the site and handover to DTTDC official after the completion of agreement period or on its cancellation/revocation. If he fails to proper hand over the premises to DTTDC on completion or on expiry of agreement 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.
- 15.5 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.
- 15.6 The parking site will not be used permitted to be used for exhibition/display or any hoarding 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.
- 15.7 The Successful tenderer shall not induct any other person in the licensed parking site and not allow the same to be used by any other person.
- 15.8 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 shall keep the site in proper condition.
- 15.9 The tenderer shall be granted license for a period of one year 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.
- 15.10 The tenderer shall not object to any construction in or around the site that is considered essential by DTTDC.
- 15.11 Vehicle will not be allowed for parking on circulation service road of Parking site.
- 15.12 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 DTTDC shall be final in this regard and binding on the successful bidder.
- 15.13 DTTDC officers/officials will have free access to the parking site for the purpose of inspection.

- 15.14 The successful 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 any third party.
- 15.15 In case it is established that the successful tenderer/Operator is charging over and above the prescribed rates as stipulated in the terms and conditions prescribed herein the license of parking may be cancelled without notice and security deposit will be forfeited.
- 15.16 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 security deposit will be forfeited.
- 15.17 The agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information related to Dilli Haat Pitam Pura' s business or security arrangements (including but no limited to Assignment Instructions, Schedules and other subsequent Agreements.
- 15.18 The obligation is not limited to any scope and the successful bidder shall be held responsible in case of breach of the confidentiality of DTTDC's information.
- 15.19 The successful Tenderer will refrain from giving inputs or information on DTTDC parking business or any other information. If the successful bidder receives enquiries from any media person. The same shall be referred by the successful bidder to DTTDC immediately on receipt.
- 15.20 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest.
- 15.21 - **Eligibility Declarations.** A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder: directly or indirectly controls, is controlled by or is under common control with another Bidder; or receives or have received any direct or indirect subsidy/ financial stake from another bidder; or has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. In procurements under Proprietary Article Certificate; or has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of DTTDC regarding this Tender process; or participates in more than one bid in this tender process. Participation in any capacity by a bidder in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non bidder firm as contractor in more than one bid; or would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of

feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or has a close business or family relationship with a staff of DTTDC who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to DTTDC throughout the Tender process and execution of the Contract.

15.22 Competitive and Independent Prices The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- i) those prices; or
- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

15.23 GST Registration Status:

1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.

15.24 "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid.

15.25 The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, DTTDC shall have no responsibility and shall not entertain any request from the bidders in these regards.

15.26 The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which DTTDC may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and DTTDC shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

15.27 Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

15.28 **Submission/ uploading of Bids.**

- 1) No manual Bids shall be made available or accepted for submission). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information—otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only Online on or before the deadline for the bid submission as notified .
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) If stipulated in the copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of

originals, it shall stand extended to the next working day at the same time and venue. DTTDC reserves right to call for verification originals of all such self certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

7) Regarding the protected Price Schedule Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. DTTDC shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

11) DTTDC may extend the deadline for the bid submission by issuing an amendment, in which case all rights and obligations of the DTTDC and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

15.29 The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in e Procurement, a situation of Late Tender does not arise.

15.30 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.

2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, DTTDC shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions

provided in the Tender Document for such misdemeanor.

15.31 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, DTTDC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) DTTDC reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which preexisted at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

15.32 From the time of bid submission to awarding the contract, no Bidder shall contact DTTDC on any matter relating to the submitted bid. If a Bidder needs to contact DTTDC for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence DTTDC during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

15.33 Before issuing a Letter of Award (LoA) to the successful Bidder, DTTDC may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document.

15.34 Communications:- All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated. Such communications would be an instruction or a notification or an acceptance or a certificate from the DTTDC,

or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications. DTTDC shall direct the order in which the several components of the Services shall be provided, and the successful bidder shall execute without delay all orders given by DTTDC from time to time. Still, the successful bidder shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

15.35 The person who has signed the contract on behalf of the successful bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the successful bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the successful bidder. If it is discovered at any time that the person, so signing has no authority to do so, DTTDC reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the successful bidder liable to DTTDC for all costs and damages arising from such remedies.

15.36 For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:

1) The address of the successful bidder as mentioned in the contract, unless the successful bidder has notified change by a separate communication containing no other topic to DTTDC. The successful bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

2) The address of DTTDC shall be the address mentioned in the contract. The successful bidder shall also send additional copies to officers of DTTDC presently dealing with the contract.

3) In case of the communications from the successful bidder, copies of communications shall be marked to the DTTDC's officer signing the contract, and as relevant also to interim/ ultimate Beneficiaries of Services and the Paying Authorities mentioned in the contract. Unless already specified before the contract's start, DTTDC and the successful bidder shall notify each other if additional copies of communications are to be addressed to additional addresses.

15.37 The successful bidder must proactively keep DTTDC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the successful bidder is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- a) a new partner shall not be introduced in the firm except with the previous consent in writing of DTTDC, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- b) On the death or retirement of any partner of the successful bidder firm before the complete performance of the contract, DTTDC may, at his option, terminate the contract for default as per the contract and avail any or all remedies there under.

- c) If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to DTTDC in writing or electronically.

15.38 Restriction on Potential Conflict of Interests

- 1) Neither the successful bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract. b) after the termination of this Contract, such other activities as may be stipulated in the contract.
- 2) During the term of this Contract and after its termination, the successful bidder and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

15.39 Consequences of breach by Constituents of a Successful bidder Should the successful bidder or any of its partners or the Personnel commit a default or breach, the Successful bidder shall remedy such breaches within 21 days, keeping DTTDC informed. However, at its discretion, DTTDC shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of DTTDC as to any matter or thing concerning or arising out or on any question whether the successful bidder or any partner of the successful bidder firm has committed a default or breach of any of the conditions shall be final and binding on the successful bidder. In the case of Joint Venture/ Consortium In the event of default or breach of any member, in the execution of his part of Contract, DTTDC shall be so notified within 30 days by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Joint Venture. Within 60 days of the said notice, the Lead Member shall assign the work of the defaulting member to any other equally competent party acceptable to DTTDC to ensure the execution of that part of the contract. Failure to comply with the above provisions or if the Lead Member himself defaults shall be lawful for DTTDC to terminate the contract for default and avail any or all remedies there under.

15.40 For Losses and Damages Caused by Successful bidder

- 1) the successful bidder shall indemnify and keep harmless DTTDC, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against DTTDC because of any act or omission or default or negligence or trespass of the successful bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The successful bidder shall make good at his own expense all resulting losses and/ or damages to: the Services themselves or any other property of DTTDC or the lives, persons, or property of others
- 2) In case DTTDC is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory

amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which DTTDC may incur about it, shall be charged to the successful bidder. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

- 3) DTTDC shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the successful bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Successful bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the successful bidder.

15.41 The successful bidder's status shall be that of an independent successful bidder and Primary Employer of staff deployed during the contract by him. The successful bidder, its employees, agents, performing under this Contract are not Procurement of Non-consultancy employees or agents of DTTDC or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

15.42 The successful bidder at his cost shall provide, in the joint names of DTTDC and the successful bidder, insurance cover from the start date to the date of completion of the contract, in the amount and deductibles as per the instructions of the DTTDC and the contract for the following events which are due to the successful bidder's risks: a) loss of or damage to Equipment, materials for which advances have been paid; b) loss of or damage to property of DTTDC in connection with the contract; and c) Personal injury or death. d) Penalties and demands by labour regulatory authorities Insurance policies and certificates for insurance shall be delivered to DTTDC for approval before the Start Date. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred.

15.43 The successful bidder shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

15.44 Unless otherwise stipulated in the contract, DTTDC may supply without any obligation to do so, to the successful bidder part or whole of the quantity of the water and electricity required for the delivery of Services from DTTDC's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the successful bidder shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the successful bidder to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the DTTDC, and that the successful bidder shall not be entitled to any compensation- nor shall this be a reason for the delay in delivery of Services.

15.45 1) The contractors shall sign accountable receipts for all tools, plants and materials or other assets/ properties made over to him by the DTTDC. All such assets shall be deemed to be in good condition when received by the successful bidder unless he has within twenty-four hours of the receipt thereof notified DTTDC to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

2) These assets shall remain the property of DTTDC, and the successful bidder shall take all reasonable care of all such assets. The successful bidder shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the successful bidder, staff, workmen, or agents.

3) Where the successful bidder insures such assets against loss or fire at the request of the DTTDC, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the successful bidder's liability as aforesaid.

4) The successful bidder shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by DTTDC whose decision shall be final and binding.

15.46 Performance Standards

1) The successful bidder shall perform the Services Description of Services, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.

2) The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, DTTDC or his representatives shall impose damages for the shortfall in performance. This levy of damages shall not absolve the successful bidder from rectification or reperformance of the defective Service without further payment.

15.47 Security Arrangements

1) The successful bidder shall secure security arrangements at the site against unauthorized access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or DTTDC and its Staff by his staff or third parties or trespassers.

2) Preservation of Peace a) the successful bidder shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty successful bidders for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services. b) If DTTDC stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of Contract, the expenses thereof shall be borne by the successful bidder and, if paid by DTTDC, shall be recoverable from the successful bidder.

3) Prohibition of Smoking and Intoxicants: the successful bidder or his staff or any labour employed shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the successful bidder or any of his employees. The successful bidder shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

4) Safety Issues the successful bidder shall be responsible for the safety of all activities on the Site. The successful bidder shall be responsible for the safety of all persons employed by him on Site, and shall report accidents to any of them, however, and wherever occurring on Works, to the DTTDC or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the successful bidder in such cases expeditiously as per the Workmen's Compensation Act and other labour codes. Safety of Public and Third parties: the successful bidder shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or DTTDC's property and shall post look out, such persons as may, in the opinion of the DTTDC be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the successful bidder.

5) Clearance of Site on Completion - On completion of the services, the successful bidder shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of DTTDC

6) If the successful bidder provides temporary huts on DTTDC land for labour engaged by him to execute services, the successful bidder shall arrange for handing over vacant possession of the said land after the service is completed.

7) No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the successful bidder till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.

8) In the event of failure on the part of the successful bidder to comply with this provision within 7 days after receiving notice for clearance of DTTDC's site and lands, the DTTDC shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the successful bidder. If the successful bidder's labour refuses to vacate and has to be ejected following due process by DTTDC, necessary expenses incurred by DTTDC in connection shall be borne by the successful bidder. DTTDC shall not be held liable for any loss or damage to the successful bidder's property as may be on the site and due to such removal.

15.48 Non-key Personnel

1) The successful bidder must ensure deployment of non-key Personnel as per the Personnel Deployment Plan and approved Works Programme as updated. If DTTDC believes that the successful bidder is not employing sufficient staff and workers as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the successful bidder for remedial measures. The successful bidder shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as

specified by DTTDC immediately, and failure on the part of the successful bidder to comply with such instructions shall entitle DTTDC to penalize the successful bidder for the shortfall in performance or terminate the contract as per the contract and avail all the remedies there under. Such action shall be in addition to deduction from Successful bidder's payment cost of shortfall personnel.

2) The successful bidder shall also deploy efficient and competent supervisory staff to give the necessary directions to his workers and to see that they provide their services desirably and adequately and shall employ only such supervisors, workers & labour in or about the execution of any of these Services as are careful and skilled in the various trades. Daily attendance records of such supervisors and labour shall be maintained. DTTDC reserves its right to ask for additional manpower, and the successful bidder shall be contractually bound to provide such manpower at one week's advance notice - which shall be paid extra at rates quoted.

3) Police Verification of Labour employed by Successful bidder: the successful bidder must submit Police Verification certificates in a format prescribed by the Police Department (or as directed by DTTDC) for all contractual staff hired for delivery of Services for DTTDC.

4) Restrictions on the Employment of Retired Staff or Officers or Managers of DTTDC Services within One Year of their Retirement: the successful bidder shall not, himself be a retired Government Manager of Gazetted rank, or engage any employee or associate who is a retired Government Manager of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the successful bidder is found to have contravened this provision, it shall constitute a breach of contract and DTTDC shall be entitled to terminate the contract and avail any or all the remedies thereunder.

5) The successful bidder shall, when he is not personally present on the site of the workplace, shall keep a responsible agent during working hours who shall, on receiving reasonable notice, present himself to DTTDC and orders given by DTTDC or his representative to the agent shall be deemed to have the same force as if they had been given to the successful bidder. Before absenting herself, the successful bidder shall furnish the name and address of his agent for this clause and failure on the successful bidder's part to comply with this provision at any time shall entitle DTTDC to terminate the contract and avail any or all the remedies thereunder.

15.49 Removal of Personnel on Orders of DTTDC

1) If DTTDC finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the successful bidder shall, at DTTDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to DTTDC.

2) The successful bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

15.50 Extension of Time for Delay Due to Successful bidder

1) If the successful bidder fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in the tender documents. DTTDC may, if satisfied that the service delivery can still be completed within a reasonable time, extend

the period further.

2) On such extension, DTTDC shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the successful bidder as agreed damages and not by way of penalty Liquidated Damages.

3) Provided further, that if DTTDC is not satisfied that the service can be completed by the successful bidder or in the event of failure on the part of the successful bidder to complete the service within the extension of time allowed further as aforesaid, DTTDC shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

4) Inordinate Delays: Delays due to the successful bidder of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the successful bidder in future tenders. A show-cause notice shall be issued to the successful bidder before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of DTTDC.

15.51 The successful bidder shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to DTTDC.

15.52 GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract.

15.53 Defaults and Breach of Contract - In case the successful bidder undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects DTTDC's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

15.54 **Default in Performance and Obligations:** if the successful bidder fails to deliver any or all of the Services or fails to perform any other contractual obligations.

1) Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by DTTDC.

2) Insolvency: If the successful bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or 3) Liquidation: if the successful bidder is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.

15.55 The following shall be considered misdemeanors - if a bidder/ successful bidder either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) violates the code of Integrity mentioned in the Tender/ Contract has been convicted of an offence:

a) under the Prevention of Corruption Act, 1988; or

b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

2) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

3) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

15.56 Without prejudice to and in addition to the rights of DTTDC to other remedies as per the Tender-documents or the contract, If DTTDC concludes that a (prospective) bidder/ successful bidder directly or through an agent has violated this code of integrity or committed a misdemeanor in competing for the tender or in executing a contract, DTTDC shall be entitled. It shall be lawful on his part to take appropriate measures,

15.57 **Termination of contract:-** DTTDC reserves the right to terminate this contract in whole or in part at any time and for any reason without cause by providing 30 days prior written notice to the successful bidder

(a) Upon receipt of such notice of termination, the successful bidder shall immediately cease all work under the contract and take all necessary steps to minimize costs and expenses incurred up to the date of termination.

(b) In the event of termination under this clause, neither party shall be liable to the other for any further obligations or damages except as provided herein.

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

Seal & Signature of the applicant

Name of the Applicant

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 & seal of Tenderer Or on behalf of the applicant/tenderer

Dated:

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

Financial Bid

A. Particulars of the tenderer: -

1. Name of the Entity :.....
.....

2. Name of the Owner of the entity :.....
.....

3. Father/Husband Name :
.....

4. Entity office Address :
.....pin code.....

5. Owner Address
.....

6. Contact Number Office.....
 Owner.....

B. Particulars of Parking site: Underground Parking

Location: Dilli Haat- Pitampura

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 & Seal

Name.....

Telephone no.....

Address.....

.....



**Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)**

Dilli Haat Pitampura
E-APPLICATION BY THE TENDERER FOR GRANT OF LICENSE FOR ONE YEAR
FOR PARKING AT DILLI HAAT, PITAMPURA

Technical Bid

Sub: Tender for allotment of Parking Site situated at Dilli Haat Pitam Pura.

Sir,

With reference to your E Tender for inviting tenders for sites, I/we offer my/our bid for the given below parking site as under:

1. I quote the monthly rent/rates on financial bid, not less than fixed MRP by the Delhi Tourism in respect of above mentioned parking site.
2. I have carefully read and understand the terms and conditions given in the tender document and quote my/own offer with full knowledge thereof. I submit the following documents in a wax-sealed Envelope/Tape sealed.

a) Draft/Pay order No. _____ dated _____ drawn on
_____ for Rs.2,00,000/- in favour of DTTDC (towards EMD).

3. Status of Applicant: Whether Individual/Company (Prop./Partner/Director)/Co Operative Society.

4. Particulars of tenderer in case of Individual:

(a) Name (in block letters)

(b) Age

(c) Father/Husband's name

(d) Complete residential address.....

(e) Telephone & Mobile No.....

(f) E-mail address.....

5. Whether required Affidavit (in the prescribed format) has been attached : YES/NO

Stamp Paper Certificate No. _____

::2::

6. Particulars of tenderer in case of other than individual:

(a) Name of BOI/AOP/Firm/Company/Co-operative Society/Trust :

(b) Constitution of the firm : Proprietor/Partnership/Directorship

(c) Names of Proprietor/Partners/Directors:
.....

(d) Present address of concern :

(e) Registered office address of concern :

(f) Telephone & Mobile No :

(g) Email address :

7. (a) PAN number of the Company/Individual (as applicable) :

(b) In case of Partnership/Directorship company:

(i) Name of Directors/Partners & their PAN No. :
.....

8. Bank Account Details: A/C No. Type of Account
Saving/Current, Name of the Bank..... Address of
the BankPIN

9. Details of two Address Proofs :

(1)
(2)

10. Details of GST Registration Number :

Date of issue Reg.No.

12. Whether No Dues Certificate is required : YES/NO/(NA-for new bidder) (Required, in case, if any of individual/partner/director earlier operate parking site in DTTDC projects)

(a) If YES, the details are given as under: Letter No..... Date of
issue

13. Whether signed (all partners/directors) copy of tender document has been enclosed: YES/NO

14. Whether all necessary documents have been enclosed with tender application form (as per clause 2 of the terms & conditions enclosed): YES/NO

I/We the undersigned being the tenderer/highest bidder, hereby give tender/bid on my/our behalf/on behalf of the tenderer/bidder above named, to the North Delhi Municipal Corporation, for the grant of license on contractual/monthly license fee basis for the Car/Car-scooter etc. parking described above under the enclosed terms & conditions of the license by tender/bid of such rights which I/we have read and understood and hereby accept/which are acceptable to the tender/highest bidder. I/We tenderer/highest bidder will submit the MLF for Three months in advance license fee, BG/FDRs (towards Security amount, Agreement & take the possession of offered parking site within twenty (20) days from the date of issue of offer letter failing which my all deposited amount shall be forfeited and I have no objection for the same. The license fee has to be paid in the form of Demand Draft only in the name of DTTDC. (Before start of second half year the license will have to deposit license fee for the next six months fifteen days before the end of first half year. I/we, the undersigned being the tenderer/highest bidder shall honor the contract entered into with DTTDC. I/we read & understand the terms & conditions of the tender document and accept as well as bound to comply all of them. I/we understand that the decision of the DTTDC is final and binding in all respect. I have personally visited the parking site and fully satisfied with the ground conditions and I will not claim any remission on physical condition of the parking site.

Date :

Place:

Signature of the tenderer Along with Name & Seal