



EAST DELHI MUNICIPAL CORPORATION
(Land and Estate Deptt)
Udyog Sadan, 419, First Floor,
Patparganj Industrial Area,
Delhi-110092.

TENDER NOTICE FOR ALLOTMENT OF LAND AT DILSHAD GARDEN FOR FOOD VILLA.

Tender No. A.O (L&E)/EDMC/2018/D-663

Date: 22/03/2018

EDMC invites sealed bids from eligible bidders for allotment of land (approx. 3600 Sq. Mtr.) on monthly rent basis for food related activity such as selling food etc. items/food carts/food lawn etc. at old MCD Colony, earlier known as 36 Quarter, Dilshad Garden for three years period. The last date for submission of tender document at the office of undersigned is 17/04/2018 upto 03:00 PM. The schedule of NIT is given as under:

Cost of Tender Document	:	Rs. 5,00/-
Sale/Download of Tender Documents	:	26/03/2018 to 16/04/2018 from 10.00 hrs to 16.00 hrs
Pre Bid Meeting	:	At 03:00 PM (02.04.2018) in Conference Hall, EDMC(HQ)
Last date of submission of Bids	:	17/04/2018 upto 03:00 PM
Opening & Evaluation of Technical Bids	:	17/04/2018 at 04:00 PM
Opening of Financial Bids	:	To be decided later.

Administrative Officer
L&E/EDMC.

Krishnakant



EAST DELHI MUNICIPAL CORPORATION

(L&E Department)

Udyog Sadan, 419, First Floor,
Patparganj Industrial Area,
Delhi-110092.

NOTICE INVITING TENDER

Sealed tenders on behalf of Commissioner, EDMC are invited from eligible bidders for temporary allotment of land on monthly rent basis for food related activity such as selling food etc. items/food carts/food lawn etc. for three years period. It may be extended further for 01 more year on mutual agreement/consent. The total area of the land is approx. 3600 Sq. mtr.

The Corporation vide Resolution No.175 dated 17.11.2014 has decided to construct Working Women Hostel at that place. There is also plan to do some Housing Project at that place. At present there are 36 abandoned MCD quarters at the site which will be cleared later by the successful bidder itself.

There is a case pending in Hon'ble Delhi High Court related to this land. The bidder will be bound to adhere to the directions of Hon'ble High Court and EDMC will be not responsible for it.

A mobile tower is to be installed at the said site by M/s Reliance Jio Infocomm Ltd.

This place will be allotted on monthly rent basis for setting up of FOOD VILLA for a period of three years. It may be extended further for 01 more year on mutual agreement/consent.

Tender Document can also be downloaded from EDMC website (www.mcdonline.gov.in) and necessary tender document fee of Rs. 5,00/- in shape of Bank Draft/Pay Order (Non-refundable) in favour of "Commissioner, EDMC, Delhi", shall be submitted along with the bid at the time of submission of bid without which bid shall not be entertained.

Bids completed in all respects accompanied by EMD as specified in Clause 05 (General Terms & Conditions) in the form of Bank Draft/Pay order payable to Commissioner, EDMC Delhi should be attached with technical Bid and must be dropped in Tender Box placed in the office of L&E Deptt., EDMC (HQ), Udyog Sadan, 419, First Floor, Patparganj Industrial Area, Delhi latest by 03:00 P.M. on or before 17/04/2018. The tenders will be opened & evaluated (Technical Bid) on 17/04/2018 at 04:00 P.M whereas the date of opening of Financial Bid will be declared later. If the receiving/opening date is declared as holiday the tender shall be received/opened at the same time on the next working day. Tenderers or his authorized persons may present themselves at the time of opening of tenders, if desired so.

The EDMC reserves the right of rejecting any or all tender bids without assigning any reasons thereof.

Administrative Officer
L&E/EDMC.

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Terms & Conditions of the Tender:

1. **The bidder should attach the following documents with their Bid:**
 - a. Tender application form fee of Rs. 5,00/- (Rupees Five Hundred Only) through a Demand Draft/Pay Order drawn in favour of "Commissioner, EDMC" payable at Delhi.
 - b. Registration of the company for food related work etc. (documentary proof required)
 - c. Copy of certificate of incorporation (if applicable).
 - d. Copy of GST with copies of return
 - e. Copy of EPF & ESI with copies of return
 - f. FSSAI Certificate.
 - g. Turn over for last three financial year (2014-15, 15-16 & 16-17). It must be more than Rs. 2 crores in each financial year in the area of food related activity/catering/restaurant etc. copies of last three financial year P&L account certified by CA.
 - h. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State /Central Government or Public Sector Banks or Local Bodies/Municipalities/famous corporate bodies in last three financial years as follows- Atleast two similar completed works each costing not less than the amount equal to Rs. 36 lacs each OR One similar completed work costing not less than the amount equal to Rs.58 lacs.
 - i. Copy of the PAN Card of the applicant Company
 - j. Two address proofs (Electricity Bill, Telephone Bill, Aadhar Card, Driving License, Election ID Card etc.). In case of firm/company, two address proofs of all partners/directors must be attached.
 - k. Valid Character Certificate issued from any Gazetted Officer or Police Department. In case of firm/company, character certificate(s) of all partners/directors/authorized signatory shall be attached.
 - l. Signed copy (each page) of tender document by bidder
 - m. Affidavit (on Rs. 10/- Stamp Paper in standard format) as per Annexure-II.

Note - Recent experience certificate/documents issued after the duration as mentioned above & before the date of NIT will also be considered. In case of experience in corporate bodies, proof of transactions/bills/invoice must be attached with technical bids to prove the genuinity.

2. Submission of Bids:

- (a) The tenderer should submit the Bid in two sealed envelopes (Technical & Financial) and should bear name & address of the bidder. These envelopes should be placed in a single envelop and the same should also be addressed to A.O (L&E), EDMC (HQ), Udyog Sadan, 419, First Floor, Patparganj Industrial Area, Delhi-110092. **Financial Bids of Only that firms/companies/individual will be opened/considered, whose technical bids declared qualified.**
- (b) The envelope should clearly specify that "APPLICATION FOR ALLOTMENT OF LAND FOR SITUATED AT DILSHAD GARDEN FOR FOOD VILLA".
- (c) The envelope containing the bid should bear the complete name & address of the bidder.

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- (d) The bidder should sign on each page of the tender document in token of acceptance & return the same in full.
- (e) The bid should be given in prescribed tender form only.

3. Grounds for Rejection of Bids:-

Any one or more of the following actions/omissions are likely to cause rejection of bid.

1. Any bid received late after the scheduled time.
2. Any bid does not accompanied by EMD as per Clause No. 05 or Tender Application Form fee.
3. Bid not as per uploaded document by EDMC or not accompanied by cost of tender document.
4. Any bid received without wax sealed or tape sealed.
5. Any conditional bid.
6. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in NIT.
7. Any bid received, not signed by duly authorized person at all appropriate places.
8. Any effort by a bidder to influence EDMC in the bids evaluation, bid comparison or award of contract/decision may also result in rejection of the bid.
9. Character Certificate (receipt for request to issue character certificate will not be entertained).
10. Copy of PAN card.
11. Two address proofs (Election ID Card/Driving Licence/Electricity Bill etc.).
12. Without affidavit (on Rs. 10/- stamp paper in standard format) as per Annexure-II.
13. Signed copy of tender document.
14. All required documents as per clause no.1

GENERAL TERMS & CONDITIONS

1. The bidder undertakes for setting up of food villa on land located at *Old MCD Colony, Previously known as 36 Quarter, Dilshad Garden* for three years period. The contractor has to pay fixed monthly license fee (MLF) regularly.
2. The contract period of allotment of vacant lying land shall be valid for the period of Three (03) years. It may be extended for further one year on mutual consent/ agreement.
3. After completion of contract period, the contractor has to vacate the premises completely within the given time limit with all goods/structure including furniture, tentage items, temporary infrastructure etc. failing which a penalty equal to double of current MLF will be imposed on the contractor for the period for upto thirty days and the same will be calculated for all next thirty days period.
4. The licensee may be allowed to set up only temporary structure at the allotted site. The licensee will not construct any permanent structure. However, if any permanent construction is required by the licensee a request to this effect may be made in writing to the Commissioner, EDMC who may either reject such a request or consider the same on such terms and conditions as may be deemed appropriate. The said work may be done only after getting written permission from the department and the licensee shall have to remove the same at the time of vacation of the said premise.
5. The bidder shall have to deposit an amount equal to Rs. 2,00,000/- (rupees two lacs) as EMD in the form of Demand Draft in the favour of "Commissioner, EDMC" along with their tender application form.
6. The successful bidder has to deposit BG/FDR (equal to three months MLF) also with EDMC as security deposit, before taking the possession of the vacant land. However, the EMD & other all deposited amounts (including EMD and BG/FDR) will be forfeited in case the successful bidder does not accept the offer of allotment and complete the payment as well as documentation formalities within twenty (20) days from the date of issue of Provisional Offer Letter.
7. The successful contractor will take Electric supply & water connections from the concerned agencies and will pay their charges accordingly on regular basis. The successful contractor has to obtain all necessary permissions from the respective departments required for the same work. The successful bidder will be liable to pay all recurring charges.
8. The allotment is on purely temporary basis and EDMC reserves the right to cancel the allotment of land without assigning any reason after issue of a due notice of 90 days. The successful contractor has to abide by the decision of EDMC and no claim will be entertained in any manner.
9. In case of dispute the decision of the arbitrator appointed by Commissioner, EDMC, will be final and binding on both the parties.
10. EDMC will not be party if there is any dispute legal or otherwise between the successful contractor and costumers.
11. The successful bidder may utilize the allotted land only to set up Food Villa with catering on their rates. The contractor may take booking for holding functions/parties. The contractor may fix their rates against the party holding at

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- the location towards catering, electricity, flower decoration etc. services provided at the location.
12. The person signing the tender papers, in a firm or company should clearly specify his status in the firm or company, like (i) Sole Proprietor, (ii) Under power of attorney as Director, Manager and/or Secretary, as the case may be. Copies of documents authorizing the signatory on behalf of the firm/company should be attached with the tender documents.
 13. If any tender is withdrawn after opening the bids before final acceptance of the contract, the Earnest Money attached with the tender is liable to be forfeited.
 14. In case of receipt of more than one bid by same person in different name for the site, then all the bids of that Party will be rejected summarily.
 15. The security *deposit/performance* guarantee must be paid within stipulated time, failing which the offer will be cancelled and amount deposited as Earnest Money will be forfeited.
 16. If the information furnished by the tenderer is found to be incorrect, the contract, if awarded is liable to be terminated immediately without issuing any notice and Earnest Money and/or Security Deposit is liable to be forfeited.
 17. The contractor will in no case transfer the whole or part of the contract to any other person or firm.
 18. Bids shall remain valid for 180 days from the date of bid opening prescribed by the EDMC.
 19. (a) Validity period of EMD should not be less than 180 days.
(b) EDMC will not pay any interest on the Earnest Money and the security deposit.
 20. EDMC, also reserves the right to forfeit Earnest Money/Security Deposit, if the tenderer, after accepting the contract, fails to comply with any of the terms and conditions set out here or in the contract agreement which may be drawn up as consequence of acceptance of the tender. EDMC may without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor terminate this contract.
 21. Acceptance of the tender will be communicated through an acceptance letter.
 22. Any bribe, commission, or gift promised or offered by the bidder or on behalf of the tenderer or his/her partner, agent or servant or any of his representative or relative to any official/officer of EDMC with a motive to influence acceptance of tender or award of work will render the bidder for cancellation of his/her tender.
 23. The bidder should comply with the conditions of Minimum Wages Act. and/or all the rules & regulations applicable thereto. In case any liability arises in this regard, either during the period of contract or later on, the approved bidder will be solely responsible for it. The contractor/bidder also indemnifies EDMC against any such expenses and promises to pay such charges.
 24. The person engaged by the bidder shall not claim any benefit/compensation/absorption/regularization of service from this office under the provisions of Industrial Disputes Act 1974 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking to this effect from the engaged persons shall be required to be submitted by the bidder to this office.
 25. The contractor will extend the various statutory benefits like coverage under ESI Act, PF Act, Payment of Bonus Act (wherever applicable) to their workmen deployed by them under their contract.

26. **Provision of minimum wages act** :The rates quoted by the prospective bidder must include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act.
27. If the Highest Bidder (*H-1*) withdraws from providing services/contract to EDMC during the period of contract, the same work contract can be awarded to the next Highest Bidder (*H-2*) till finalization of fresh tender only.
28. The licensee shall not permit the said premise or any part thereof being used by another person for any other purpose whatsoever and in default thereof shall be liable for cancel of allotment & forfeiture of Performance Guarantee. The licensee shall not introduce any partner nor sell and transfer user of the premises or partner thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his use of the premises.
29. The allotment of land is non-transferable. The allotted land partial or full can't be utilized for any other purpose. The said allotted land (partial or full) neither sale nor transferred to any person/firm for any purpose in any circumstances, if such situation founds, the allotment of land will be cancelled immediately and all deposited amount (*PG & advance MLF*) will be forfeited.
30. The license shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the Commissioner EDMC on the question whether any damage is caused to the premises and what amount of compensation would make good such damages shall be final and binding on the parties hereto.
31. The premises will be normally allotted to the tenderer who offers the highest amount of Monthly License Fee (*MLF*). However, the Commissioner, EDMC reserves the right to reject the highest offer or all the offers without assigning any reason.
32. The successful bidder has to deposit fixed monthly license fee (MLF) in advance on quarterly basis. *Payment has to be deposited in the form of Demand Draft only in the favour of "Commissioner, EDMC"* before starting of respective quarter period and follow the same cycle for rest of the period failing which an interest @ 2% will be levied on the due payment from the date of starting of respective quarterly period. *The quoted/offered monthly license fee (MLF) will be enhanced 10% on yearly basis only.* The contractor has to borne all applicable taxes (*like TCS etc. as levied presently or in future*) on offered MLF separately.
33. The contractor shall operate the allotted vacant land by himself only. No subletting is permitted, if found so, the allotment of land shall be cancelled immediately without any reference.
34. The allotment of land will be cancelled immediately if the contractor found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & nearby the allotted land.
35. Any Other conditions governing the contract issued by the EDMC from time to time will also be applicable.
36. In the case of dispute regarding unsatisfactory services by the contractor, decision of EDMC will be final and binding.
37. The allotment is not transferable. However, in case of death of allottee the same may be transferred in favour of legal heir of the allottee for the remaining period only, subject to the submitting of NOC of remaining legal heirs.
38. The successful bidder must obtain all remaining licenses/ permissions required for operation of food related work at the allotted land before starting of business activity.

39. All applicable taxes shall be borne by the *successful bidder/contractor* and these taxes will be calculated on the basis of quoted monthly license fee in the respective bid.
40. The bidder must not be a minor.
41. Failures to accept allotment by complying with all the requirement of allotment letter within the twenty days, shall entail forfeiture of the aforesaid *Earnest Money Deposit (EMD)* in full.
42. The highest bidders will not be allowed to withdraw their offers up to 180 days from the date of award of contract. In case they do so it shall entail forfeiture of the aforesaid *Earnest Money Deposit (EMD)* in full.
43. The Earnest money of the three highest tenders will be refunded only after the land is allotted and accepted by the highest tenderer.
44. The successful bidder has to operate the allotted land as per terms & conditions of NIT as well as agreement only. The allotted land shall be used only for the purpose specified in the NIT as well as agreement. If found so, a penalty of Rs. 2,500/- (Rupees twenty five hundred Only) will be imposed on each time.
45. The bidder is required to quote more than (Minimum reserve price = Rs.1.5 lacs per month).
46. The successful bidder shall have to give at least three months notice for surrendering of allotted land, failing which entire deposited amount (including MLF & BG/FDR) will be forfeited.
47. All legal disputes between the contractor (selected) and EDMC shall be subject to the jurisdiction of the court situated in Delhi only.
48. There will be a gestation period of maximum 01 month (excluding the contract period), counted from the date of issuance of work order and the bidder has to complete all formalities within the gestation period and ensure to make the project operational within gestation period.
49. The land will be allotted on 'as is where is basis' and removal of all the debris/abandoned structure of municipal quarters/trees etc. will be the liability of the successful bidder.
50. The rent will be started from the date of completion of gestation period or submission of consent by the bidder about starting the work, whichever is earlier. However, if the bidder did not submit its consent about starting of work and on physical inspection it is found that he has started the work without intimation to EDMC, the rent will be charged w.e.f. the date of issuance of work order.

Signature of the tenderer
With rubber stamp

Tel./Mob. No.

E-mail ID

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Questionnaire
(Technical Bid)

From

To

Name and Address of Tenderer

A.O (L&E),
EDMC HQ, Udyog Sadan,
419, Patparganj Indl Area
Delhi-92

Tel. No. -----

Fax No. -----

Name of Work: Tender for Food Villa on old MCD colony land, 36 Quarter, Dilshad Garden

Please furnish the following information:-

- a) Name of the Firm
- b) Type of Firm
- c) Name of proprietor/partners with address
- d) Official & personal E-mail ID

Signature of Tenderer
With rubber stamp

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**TENDER FORM
(FINANCIAL BID)**

From

To

Name and Address of Tenderer

Tel. No. -----

Fax No. -----

A.O (L&E), Udyog Sadan,
EDMC HQ, 419, Patparganj
Industrial Area, Delhi – 110092.

Name of Work: Tender for Food Villa on land situated at 36 Quarter, Old MCD colony,
Dilshad Garden.

Sir,

1. I have studied the tender documents & understood them.
2. I hereby agree to take above work on the said land.
4. I hereby quote the following rates:

Rent per month = _____ (in words).

_____ (in figure).

5. I undertake to abide by the rule and regulation of Central/ state Govt. Governing the contractual obligations.
6. I understand that if any of the information/document furnished here with is found to be false or incorrect, my tender bid liable to be cancelled and EMD forfeited and in the event of contract being awarded, the same is also liable to be cancelled and security deposit amount forfeited.

**Signature of Tenderer
With rubber stamp**

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Tender for allotment of land situated at Dilshad Garden for Food Villa.

(TECHNICAL BID)

- a. Name of Tenderer, Address & E-mail ID

- b. Tender is for award of contract for operation food villa at above land.
- c. The offer is made on the understanding that I shall operate food related activities at said land situated at above location in accordance with the *General Terms & Conditions* vide Annexure "I".
- d. I quote the rates on financial bid.
- e. I have carefully read and understand the terms and conditions issued with the tender papers and quote *my/own* offer with full knowledge thereof. I submit the following documents in a **wax-sealed Envelope/Tape sealed**.
- f. Draft/Pay order No. _____ dated _____ drawn on _____ for Rs. 5,00/- in favour of Commissioner, EDMC (**for application fee**).
- g. All relevant documents has been enclosed in the bid as mentioned in **Clause No. 1 of terms & conditions of the tender**.
- h. I undertake to abide by the Acts, Rules, Regulations of EDMC, Central or State Government, relevant to the operation of this contract, if awarded.
- i. I undertake that in case any information or document furnished herewith am found to be incorrect or false the tender offered/submitted and/or contract awarded, may be rejected/cancelled.

On behalf of:

EDMC

Signature -----

Name -----

Address -----

Office Seal -----

Phone No. -----

Mobile No. -----

Tenderer

Signature (Tenderer) -----

Name -----

Address -----

Phone No. -----

Mobile No. -----

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DECLARATION

*(On a stamp paper of not less than ten rupees to be submitted by
the tenderer duly attested by the notary public)*

I We/ Mr./Ms/ M/s _____ S/O _____
_____ resident of _____
_____ declare as under:

1. That I am not employee of EDMC.
2. That I do not have any close relative working in EDMC.
3. That I/We and my/our firm/partners do not have debarred/black listed/defaulters any time by any organization and do not have any pending criminal case against me/our in any police station.

Note: *Close relative mean wife/son/unmarried daughter/brother/unmarried sister/
father and mother.*

**NAME OF THE TENDERER
WITH RUBBER STAMP &
CAPACITY IN WHICH
HE/ SHE IS SIGNING
(OFFICE SEAL)**

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